

# The Gazette of India

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## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 20th January, 1961 :—

Issue No.	No. and date	Issued by	Subject
13	S.O. 198, dated 20th January, 1961.	Ministry of Finance.	Extending the period of moratorium of the Indo-Commercial Bank Ltd., Mayuram, upto 24th March, 1961.
14	S.O. 199, dated 20th January, 1961.	Ministry of Information and Broadcasting.	Approval of film specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## PART II—Section 3—Sub-section (ii)

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).**

### MINISTRY OF HOME AFFAIRS

New Delhi, the 31st January 1961

S.O. 262.—In exercise of the powers conferred by section 4 of the Manipur Land Revenue and Land Reforms Act, 1960 (33 of 1960), the Central Government hereby authorises the Chief Commissioner of Manipur and the Deputy Commissioner of Manipur to appoint revenue officers of the classes respectively mentioned in clauses (a) to (h) and (l) to (k) of that section.

[No. F. 2/1/61-Judl. II.]

K. R. PRABHU, Dy. Secy.

**MINISTRY OF EXTERNAL AFFAIRS***New Delhi, the 21st January 1961*

**S.O. 263.**—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Z. L. Kaul, Press Attaché in the Consulate General of India, New York to perform the duties of a Consul with immediate effect.

[No. F. 6(1)-Cons/60.]

P. H. DESAI, Under Secy.

## MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 28th January, 1961

S.O. 264.—Statement of the Affairs of the Reserve Bank of India, as on the 20th January, 1961.

## BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	17,11,00,000
Reserve Fund	80,00,00,000	Rupee Coin	2,16,000
National Agricultural Credit (Long-term Operations) Fund	40,00,00,000	Subsidiary Coin	6,12,000
National Agricultural Credit (Stabilisation) Fund	5,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal	
		(b) External	
		(c) Government Treasury Bills	64,64,17,000
Deposits :—			
(a) Government		Balances held abroad*	19,42,34,000
(i) Central Government	50,11,10,000	Loans and Advances to Governments**	40,59,41,000
(2) Other Governments	31,93,16,000	Other Loans and Advances†	138,45,67,000
(b) Banks	76,70,91,000	Investments	152,45,15,000
(c) Others	93,69,37,000	Other Assets	17,61,67,000
Bills Payable	27,00,07,000		
Other Liabilities	40,93,08,000		
RUPEES	450,37,69,000	RUPEES	450,37,69,000

\*Includes Cash &amp; Short-term Securities.

\*\*Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 17,15,50,000/- advanced to scheduled banks against usance bills under Section 17 (4) (c) of the Reserve Bank of India Act.

Dated the 25th day of January, 1961.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 20th day of January, 1961.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	17,11,00,000		A. Gold Coin and Bullion :—		
			(a) Held in India	117,76,03,000	
Notes in circulation	1914,86,88,000		(b) Held outside India		..
Total Notes issued	1931,97,88,000		Foreign Securities	128,00,89,000	
			TOTAL OF A	245,76,92,000	
			B. Rupee Coin	124,17,08,000	
			Government of India Rupee Securities	1562,03,88,000	
			Internal Bills of Exchange and other commercial paper	..	
TOTAL LIABILITIES	1931,97,88,000		TOTAL ASSETS	1931,97,88,000	

Dated the 25th day of January, 1961.

H. V. R. LENGAR,  
Governor.

[No. F.3(2)-BC/61.]

A. BAKSI, Jt. Secy.

## (Department of Revenue)

## ESTATE DUTY

New Delhi, the 30th January 1961

**S.O. 265.**—In exercise of the powers conferred by sub-section (3) of Section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Government hereby appoints the persons, whose names are given in the appendix, as Valuers for the purposes of the said Act for a period of three years from the date of this notification.

2. The scale of charges for the remuneration of Valuers appointed by the Central Government for valuing any property shall be as fixed below and no such Valuer shall charge a fee at a scale higher than the scale so fixed.

## SCALE OF CHARGES

On the first Rs. 50,000/- of the property so valued       $\frac{1}{4}\%$  of the value.

On the next Rs. 1,00,000/- of the property so valued       $\frac{1}{4}\%$  of the value.

On the balance of the property so valued       $\frac{1}{4}\%$  of the value.

## APPENDIX

Sl. No.	Name	Address
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*I.—Engineers/Surveyors/Architects*

1	Shri Shah, N. A., B.E. (Civil), A.M.I. Struct. E. (London)	Daulat Bungalow, Vithal Society, Baroda.
2	Shri Gopalakrishnan, A.	C-70, Eleventh Cross, Thillairagar, Tiruchirapalli (Madras State).
3	Shri Gupta, Sunny, B.Sc. Eng. (Lond.) I.S.E. (Retd.).	9, Hastings Street, (2nd Flcor), Calcutta-I.
4	Shri Gehlot, Ramprakash, F.R.I.B.A, F.I. I. A.	Chartered Architect, Opposite Margal Marg, Tonk Road, Gandhi Nagar, Jaipur.

*II.—Accountants*

1	Shri Bhargava, Ramesh Chandra, B. Com., LL. B., F.C.A.	C/o. M/s. R. Chandra & Co., 16, Jehangirbad Mansion, Hazratgunj, Lucknow (U.P.).
2	Shri Choksey, P. K., A.C.A.	C/o. M/s. Price Waterhouse Peat & Co., B 4 Gillander House, Calcutta.
3	Shri Sen, R. N., A.C.A.	C/o. M/s. Price Waterhouse Peat & Co. B 4 Gillander House, Calcutta.
4	Shri Hill, F. M., A.C.A.	C/o. M/s. Price Waterhouse Peat & Co. B 4 Gillander House, Calcutta.

[No. 40/F. No. 5/1/61-E.D.]

M. B. PALEKAR, Dy. Secy.

## (Department of Revenue)

## INCOME-TAX

New Delhi, the 31st January 1961

**S.O. 266.**—The Council of Scientific and Industrial Research the "prescribed authority", having approved the following institutions, for the purposes of clause

(xiii) of sub-section (2) of Section 10 of the Indian Income-tax Act, 1922 (11 of 1922), namely:—

- (1) The Indian Institute of Technology, Kharagpur.
- (2) The Indian Institute of Technology, Madras,
- (3) The Indian Institute of Technology, Kanpur.
- (4) The University of Roorkee;

the Central Government hereby makes the following amendments in the list appended to the notification of the Government of India in the late Finance Department (Revenue Division) No. 34-Income-tax, dated the 23rd November, 1946, namely:—

In the said list—

(1) under the heading "Institutions", after item No. 33 the following shall be inserted, namely:—

- "34. Indian Institute of Technology, Kharagpur.
35. Indian Institute of Technology, Madras.
36. Indian Institute of Technology, Kanpur".

(2) under the heading "Universities", after item No. 20, the following shall be inserted namely—

- "21. University of Roorkee, Roorkee".

[No. 9 (F. No. 10/8/61-IT(AI).)]

**S.O. 267.**—The All India Institute of Medical Sciences, New Delhi, having been approved by the prescribed authority for the purposes of clause (xiii) of sub-section (2) of section 10 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Government hereby makes the following further amendment in the list appended to the notification of the Government of India in the late Finance Department (Revenue Division) No. 34-Income-tax dated the 23rd November, 1946, namely—

In the said list, under the heading "Associations connected with Research Work in Medicine", after item No. 7, the following item shall be inserted, namely:—

- "8. The All India Institute of Medical Sciences, New Delhi."

[No. 10 (F. No. 27/59/60-IT(AI).)]

D. SUBRAMANIAN, Dy. Secy.

### CENTRAL BOARD OF REVENUE

#### INCOME-TAX

New Delhi, the 23rd January 1961

**S.O. 268.**—In exercise of the powers conferred by sub-section (6) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following further amendments in the Schedule annexed to its notification S.R.O. 1214 No. 44-Income-tax dated the 1st July 1952:—

In the said schedule after serial number 40J the following entries shall be further added:

Serial No.	Persons	I.T.O.	I.A.C. of I.T.	A.A.C. of I.T.	C.I.T.
1	2	3	4	5	6
40 K	Missionaries of the Baptist Missionary Society stationed any where in the taxable territories.	I.T.O., Distt. IIIA Calcutta.	I.A.C. Range-XIV, Calcutta.	A.A.C., D-Range, Calcutta.	C.I.T. West- Bengal, Calcutta.

This notification will take effect from 1st April 1961.

[No. 6 (F. No. 55/206/60-IT).]

## CORIGENDUM

New Delhi, the 23rd January 1961

**S.O. 269.**—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922) and in partial modification of all previous notifications on the subject, the Central Board of Revenue hereby directs that with effect from 16th January 1961 (forenoon) Shri N. H. Naqvi, a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such persons or classes of persons or of such incomes or classes of incomes or of such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of Andhra Pradesh.

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him.

Provided further that he shall not perform his functions in respect of such persons or of such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri Naqvi shall be designated as the Commissioner of Income-tax, Andhra Pradesh with headquarters at Hyderabad.

## Explanatory Note

Note: The amendments have become necessary due to change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 8 (F. No. 55/1/61-IT.)]

**S.O. 270.**—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922) the Central Board of Revenue hereby directs that in their notification No. 3 dated the 3rd January 1961 published as S.O. 17 in Part II Section 3(ii) of the Gazette of India dated the 7th January, 1961 for the words "State of West Bengal" occurring in last line of para 1 thereof, the following words may be substituted, namely:—

"State of West Bengal and the Andaman and Nicobar Islands".

[No. 7 (F. No. 55/1/60-IT.)]

D. V. JUNNARKAR, Under Secy.

## WEALTH-TAX

New Delhi, the 27th January 1961

**S.O. 271.**—In exercise of the powers conferred by section 46 of the Wealth-tax Act, 1957 (27 of 1957), the Central Board of Revenue hereby makes the following rules to amend the Wealth-tax Rules, 1957.

1. These rules may be called the Wealth-tax (Amendment) Rules, 1961.
2. After rule 8 of the Wealth-tax Rules, 1957, the following rules shall be inserted, namely:—

"9. Application under section 42B and furnishing of information:—(1) The application to the Commissioner under section 42B of the Act for information as to the amount of tax determined as payable by an assessee in respect of any assessment made on or after the 1st April, 1960 shall be made in the following form:—

Form of application under section 42B of the Wealth-tax Act, 1957.

To

The Commissioner of Wealth-tax.

.....

Sir,

I request you to furnish the information as to the amount of tax determined as payable by ..... (here give name, status and complete address of the assessee) in respect of the assessment year ending on 31st day of March, 19

2. The fee of Rs. 10/- has been paid and the receipt is enclosed.

Signature of the

applicant .....

Name of the applicant

(in capital letters).....

Father's/Husband's name.....

Full address .....

Dated ..... 19

Note: 1. A separate application has to be made in respect of each assessee and for each assessment year.

2. The fee should be credited in the treasury or a branch of the State Bank of India or a branch of the Reserve Bank of India after obtaining chalan from the Wealth-tax Officer and the triplicate chalan sent to the Commissioner along with the application.

(2) The information under section 42B of the Act shall be furnished by the Commissioner in the following form:—

Office of the .....

Date .....

No. .....

To

.....  
.....  
.....

Sir,

With reference to your application dated ..... under section 42B of the Wealth-tax Act, 1957 requesting for information as to the amount of tax determined as payable by ..... in respect of the assessment year ending on 31st day of March 19 ....., the said information is given below:—

Name and address of the assessee.

Status.

Assessment year.

Amount of tax determined as payable  
(in words and figures)

SEAL

Signature of the authority  
furnishing the information.

Dated ..... 19

(3) Where it is not possible for the Commissioner to furnish the information asked for by the applicant under section 42B of the Act owing to the fact that the relevant assessment has not been completed, he shall inform the applicant in the following form:

No. .....

Office of the .....

Date .....

To

.....  
 .....  
 .....

Sir,

With reference to your application dated ..... under section 42B of the Wealth-tax Act, 1957, requesting for information as to the amount of tax determined as payable by ..... in respect of the assessment year ending on the 31st day of March 19 ....., I am to inform you that the said information is not yet available.

SEAL

Signature

Dated ..... 19 ..

(4) Where the Commissioner is satisfied that there are circumstances justifying the refusal of information as to the amount of tax determined as payable by an assessee in respect of any assessment year, he shall intimate the fact to the applicant in the following form:—

No..... Office of the.....

..... Date.....

To

.....  
 .....  
 .....

Sir,

With reference to your application dated ..... under section 42B of the Wealth-tax Act, 1957, requesting for information as to the amount of tax determined as payable by ..... in respect of the assessment year ending on the 31st day of March 19 ....., I am satisfied that there are circumstances justifying its refusal and the information is accordingly refused.

SEAL

Signature

Dated ..... 19 ..

## 10. Fee to accompany application under section 42B:—

(1) Every application made by a person under section 42B of the Act shall be accompanied by a fee of rupees ten for each assessment year for which information is requested for under that section.

(2) Where the information is not furnished owing to the fact that the relevant assessment has not been completed or where the Commissioner refuses to furnish the information, he shall refund or cause to be refunded the amount of the fee paid."

[No. W.T. 2|2|2|60-W.T.]

S. NARAYAN, Secy.

**BOMBAY CENTRAL EXCISE COLLECTORATE****CORRIGENDUM***Bombay, the 24th January 1961*

**S.O. 272.**—In "Schedule I Import" of this office Public Notice dated 6th January 1961 prescribing baggage Rules for passengers coming from and going to Portuguese possessions in India, words "per head" shall be added after the words "in value" against each of the items 3(a)(i) and (ii) and (b).

[No. VIII(b)48(455)Cus/60.]

G. KORUTHU, Collector.

**CENTRAL EXCISE COLLECTORATE,  
BARODA****CORRIGENDUM****LAND CUSTOMS***Baroda, the 31st January 1961*

**S.O. 273.**—In the Central Excise, Collectorate, Baroda Notification S.O. 91 dated the 14th January, 1961, appearing on pages 202-203 of the Gazette of India, dated the 14th January, 1961, Part II Section 3, Sub-Section (ii), the words "Per Head" shall be added after the words "in value" shown under items (3)(a)(i) and (ii) and (3)(b) of schedule I.—Import, annexed to the rules.

[No. 1/No. VIII/7-1/60.]

R. PRASAD, Collector.

**POONA CENTRAL EXCISE COLLECTORATE***Poona, the 10th January 1961*

**S.O. 274.**—Under the Second Proviso to Rules 15 and 16 of the Central Excise Rules, 1944, as amended by the Government of India, Ministry of Finance (Department of Revenue), Notification No. 119/60 dated the 1st October, 1960 and in supersession of this Collectorate Notification No. CER 15-16/1/59 dated the 13th August, 1959, I hereby notify the areas shown in the appended schedule as sparse growing areas for the purpose of Rules 15 and 16 of the Central Excise Rules, 1944. In these areas persons cultivating tobacco on lands—measuring not more than 8 Acres shall be exempt from the provisions of Rules 15 and persons curing 27 Kilograms or less of tobacco shall be exempt from the provisions of Rule 16.

*Schedule showing the revenue jurisdiction of the Areas exempted from the Provisions of Rules 15 & 16 of the Central Excise Rules, 1944.*

Sl. No.	District	Taluka/Mahal	Villages exempted under Rules 15 and 16 of Central Excise Rules.
1	2	3	4
1	Nanded	Kandhar.	All villages except—(1) Kandhar, (2) Phulbel, (3) Chikli, (4) Katkalamb, (5) Rauthkhed, (6) Kaytha, (7) Sirur, (8) masalga, (9) Narnali, (10) Khandan-gaon, (11) Gonar, (12) Sirshi (BK), (13) Peth Vadaj, (14) Vairaj, (15) Dongargaon, (16) Limbot, (17) Gondgaon, (18) Andga, (19) Amirga, (20) Penur, (21) Dhavri, (22) Pipalgaon, (23) Sonkhed, (24) Tilki, (25) Hatni, (26) Kapsi (Kd.), (27) Kakapur.
Do.	Mukhed Mahal		All villages except—(1) Mukhed, (2) Mukhamabad, (3) Vertara, (4) Kerur, (5) Chivli, (6) Salgura (Kd) (7) Salgara (BK), (8) Dhamangaon, (9) Mauli, (10) Motaya, (11) Dhana, (12) Lingapur, (13) Thana and (14) Gonegaon.

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Nanded	Nanded	All villages except—(1) Mudkhed, (2) Nanded, (3) Tappa, (4) Wanji, (5) Barad (6) Wajgaon, an (7) Malkavtha.
Do.	Hadgaon.	All villages except—(1) Himayatnagar, (2) Ashti, (3) Yeoli, (4) Hadgaon, (5) Subdala, (6) Kavana, (7) Bunchanbal, (8) Hiniganpalli, (9) Gorlegaon, (10) Kamari, (11) Rawangaon, (12) Lengapur, (13) Dotra, (14) Umri-Jahagir, (15) Waipana, (16) Chendki, (17) Karmodi, (18) Dolari, (19) Sherangan, (20) Sovna.
Do.	Bhokar Mahal	All villages except (1) Bokar (2) Bhosi.
Do.	Kinwat	All villages.
Do.	Degloor.	All villages except—(1) Degaon, (2) Degloor, (3) Tadkhed, (4) Chakonr, (5) Kawalgaon, (6) Chainpur, (7) Shahpur, (8) Karadkhed, (9) Dhoshni, (10) Suntgi, (11) Narangal, (12) Tumli, (13) Medan Kallur, (14) Sangvi Kavad, (15) Kedarkunta, (16) Zari, (17) Ergi, (18) Ambлага, (19) Somur, (20) Bemra, (21) Kokalgaon, (22) Sangavi (Omar), (23) Kurundgi, (24) Allur, (25) Ballur, (26) Tup Shelaon.
Do.	Biloli	All villages except—(1) Kasarhalli, (2) Belkoni (BK), (3) Badur, (4) Hingani, (5) Kondalwadi, (6) Narsi, (7) Kandagaon, (8) Bhossi, (9) Arali, (10) Pimpalgaon, (11) Gujari, (12) Raher, (13) Belkoni (Kd), (14) Galegaon, (15) Borgaon, (16) Dondgaon (BK), (17) Chinchala, (18) Kerla (BK), (19) Danalpur, (20) Hipergaon, (21) Kirchal, (22) Bamni Thadi, (23) Galegaon, (24) Alandi, (25) Sawerkheda, (26) Kolambi, (27) Takbid, (28) Chincholi.
2 Parbhani	Pathri	All villages except—(1) Mapegaon (Kh), (2) Mapegaon (BK), (3) Narsi, (4) Padli, (5) Manglok, (6) Gaapegaon, (7) Rolera, (8) Vizada, (9) Sirolar, Jewla, (10) Wanzola, (11) Amlee, (12) Satona, (13) Shelaon, (14) Nandra, (15) Baultara, (16) Mathur, (17) Keolhi, (18) Ramulla, (19) Ashti, (20) Walegaon, (21) Zadegaon, (22) Anandgaon, (23) Phulwadi, (24) Atkur, (25) Gulkond, (26) Takalpura, (27) Hadgaon, (28) Panja—Dhamangaon, (29) Gogalgaon, (30) Sonra, (31) Kathola, (32) Welanj Wadi, (33) Ambegaon, (34) Pimpalgaon, (35) Malsa, (36) Gunj (KR), (37) Vasta, (38) Batullar, (39) Neoli, (40) Gopegaon, (41) Sailu, (42) Dhamangaon, (43) Rajewadi, (44) Rawalgaon, (45) Borgaon Jagir, (46) Kanoor, (47) Targawan, (48) Kasapun, (49) Kundi, (50) Digras (KD), (51) Brahangon, (52) Karadgaon, (53) Dugsa, (54) Walni, (55) Limba, (56) Ranapur and (57) Hadgaon.
Do.	Gangakhed	All villages except—(1) Dogadwadi, (2) Dharikhed, (3) Ranjasa, (4) Chinch. Takki, (5) Dusalgaon, (6) Harangul, (7) Karam, (8) Sonkhed, (9) Gawalpimpri, (10) Khapal Pimpri, (11) Sonpeth, (12) Dohikhed, (13) Sailgaon, (14) Mahatpuri, (15) Dhanora-Kalye, (16) Kalgaon, (17) Mahagaon, (18) Barbadi, (19) Pimpri (Zola), (20) Masala, (21) Ponda (BK), (22) Mudkhed, (23) Kawadgaon, (24) Elegaon, (25) Padegaon, (26) Banpipla, (27) Gondgaon, (28) Mahiral Sangi, (29) Dundsair, (30) Sirsi (BK), (31) Wani Sangvi, (32) Witta Khurd, (33) Wagalgaon, (34) Lassina, (35) Wadi Pimpalgaon, (36) Logiram, (37) Azamabad, (38) Nava, (39) Khadi, (40) Chalori, (41) Rani Sawargaon, (42) Mozamabal, (43) Ghatanga, (44) Rud Rajam, (45) Wazona, (46) Devalgaon, (47) Sirsani.

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Nanded	Basmat	All villages except—(1) Barala, (2) Basmat, (3) Babugaon, (4) Thorawa, (5) Amba, (6) Perdi(Kd), (7) Wapti, (8) Pardi(BK), (9) Dhanora, (10) Pennur, (11) Jawala, (12) Kondshi, (13) Sailu, (14) Erandaswar, (15) Pimpalgaon.	
		All villages.	
Jintur.	Parbhani	All villages except—(1) Kawadkhed, (2) Mirzapur, (3) Wadi, (4) Sambar, (5) Sawargi(Kd), (6) Salegaon, (7) Dev-Thana, (8) Navalgaon(Bk), (9) Nawalgaon(Kd), (10) Alapur, (11) Sanpuri, (12) Arvi, (13) Kinoli, (14) Wadgaon, (15) Dahitna, (16) Pokharni, (17) Salpuri, (18) Bansawadi, (19) Pimpalgaon, (20) Nawale, (21) Malegaon and (22) Tulkalas.	
		All villages except—(1) Hingoli, (2) Rahuli(Kd), (3) Rahuli(Bk), (4) Barud, (5) Kalkundi, (6) Narsi, (7) Sengao, (8) Jemathi, (9) Wagholi, (10) Mahalshi, (11) Pan Kanergao, (12) Wadhona, (13) Sindgi, (14) Kwtha(Bk), (15) Barda, (16) Dughala, (17) Aundha, (18) Dhega, (19) Wadhvara, (20) Hudi, Limbala, (21) Brahaman Wadi, (22) Khairy and (23) Sawli.	
Do.	Kalamnuri.	All villages except—(1) Kalamnuri, (2) Deongargaon, (3) Tappa, (4) Kherda, (5) Sawargaon, (6) Parda, (7) Sawangi, (8) Lad Pimpri, (9) Phultana, (10) Kanegaon, (11) Balapur, (12) Wagdora, (13) Vasai, (14) Kandli, (15) Rudrawadi, (16) Mandapur, (17) Sadegaon, (18) Jamb, (19) Sindgi, (20) Pathra, (21) Yelgaon Gavali, (22) Kangara, (23) Digras(Bk), (24) Jawal Panchal.	
		All villages.	
3 Osmanabad	Nilanga	All villages except—(1) Hadga, (2) Geur, (3) Tupadi, (4) Sedul, (5) Malegaon Kalyari, (6) Kalamugali, (7) Borsuri, (8) Dapka, (9) Nilanga, (10) Polapur, (11) Dhanora, (12) Yelamevadi, (13) Chincholisey-khan, (14) Usquir, (15) Kasarbalurda, (16) Remling Mudgad, (17) Sindala, (18) Dhamangaon and (19) Yerul.	
		All villages except—(1) Latur, (2) Hail, (3) (FK), (4) Nandgaon, (5) Gangapur, (6) Peth, (7) Murud(BU), (8) Wagholi, (9) Masla, (10) Nikatha, (11) Bhosa, (12) Tandujla, (13) Gadhwad, (14) Chiturda.	
Do.	Ahmedpur	All villages except—(1) Janval, (2) Hadalti, (3) Hippalga, (4) Wadval and Chakur.	
Do.	Udgir	All villages except—(1) Mogha, (2) Wachora, (3) Her, (4) Lohara, (5) Handarulli, (6) Kimittha, (7) Enki, (8) Wadhonawedi, (9) Kheni Valladevi.	
Do.	Bhom	All villages except—(1) Rale Sangvi and (2) Hiwada.	
Do.	Paranda	All villages except—(1) Dongar, (2) Sonsri, (3) Kam-bheja, (4) Manikeshwar, (5) Donja, (6) Devalgaon, (7) Jagdalwadi, (8) Aleshwar, (9) Kakadgaon, (10) Majkapur, (11) Anale, (12) Khatrabad, (13) Antagaon, (14) Jakpipsi, (15) Paranda, (16) Bangalwadi, (17) Hingangaon, (18) Ghegaon, (19) Pipri Awara, (20) Loni, (21) Asoo.	
Do.	Osmanabad	All villages except—(1) Osmanabad, (2) Vadgaon, (3) Devlali, (4) Dhoki, (5) Ruibhar, (6) Wakirun, (7) Ter, (8) Upla, (9) Kanegaon, (10) Gangvi, (11) Bimli, (12) Surdi, (13) Brahmayao.	
Do.	Owsa	All villages except—(1) Warwada, (2) Shivali, (3) Nanand, (4) Lamjane, (5) Kil'ari, (6) Alnala, (7) Sailu, (8) Limbal Dam, (9) Bhoda, (10) Fkombi.	

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Osmanabad	Kallam	All villages except—(1) Kallam, (2) Khondale, (3) Satra, (4) Itkur, (5) Adala, (6) Pimpalgaon, (7) Dongarwadi, (8) Pangao, (9) Ratnapur, (10) Bhanora (Shelake), (11) Bhowala & (12) Para.	
4	Aurangabad	Khuldabad	All villages except—(1) Kasabkheda, (2) Pimpri.
	Do.	Sillod	All villages except—(1) Rahimabad, (2) Asai, (3) Pen badod (Kd), (4) Borgaon Bazar, (5) Upli, (6) Loha, (7) Shiharkheda, (8) Modha (BK), (9) Shindephal, (10) Sonkheda (BK), (11) Kerali.
	Do.	Aurangabad	All villages except—(1) Aurangabad, (2) Pandheri Pimpelgaon, (3) Karodi, (4) Zelta, (5) Pimpri.
	Do.	Bhokard	All villages except—(1) Devalgao, (2) Dhamangaon, (3) Asai, (4) Bhokardhan, (5) Fattepur, (6) Masam-pur, (7) Takali (BK), & (8) Takali (Kh).
	Do.	Kannad	All villages except—(1) Lamengaon, (2) Ghaseor, (3) Harnoor, (4) Mimdongri, (5) Athegaon Kheda, (6) Taperg, (7) Vaijapur, (8) Kosapur, (9) Lhali, (10) Gondegaon, (11) Debhegaon, (12) Borsar, (13) Khaparkheda, (14) Kanadgaon, (15) Jaipur.
	Do.	Soegaon Mahal	All villages except—(1) Mumrabad and (2) Idnapur.
	Do.	Jafarabad Mahal	All villages except—(1) Baraj, (2) Bori, (3) Raitgaon, (4) Keshgaon and (5) Borgaon.
5	Bhir	Kaij	All villages except—(1) Kaij, (2) Boregaon, (3) Nandurghat, (4) Dharur, (5) Surdi, (6) Sukali, (7) Gotegaon, (8) Dhchhptra, (9) Sela, (10) Chorembe, (11) Bansarola, (12) Bablegaon, (13) Draulambe, (14) Polsheda, (15) Lodangaon, (16) Jawla, (17) Jadhav Jawla.
	Do.	Patoda	All villages except—(1) Br. Yellam, (2) Padli, (3) Jamb, (4) Shirapurghat, (5) Malyachiwadi, (6) Ralesangvi, (7) Nandewadi, (8) Rupar, (9) Loni, (10) Rakyash-bhuvan, (11) Raimon.
	Do.	Mominabad	All villages except—(1) Khorala, (2) Bokarembha, (3) Patashi and (4) Renapur.
6	Jalgaon	Jalgaon	All villages except—(1) Nasirabad, (2) Chincholi and (3) Dapora.
	Do.	Pachora	All villages except—(1) Chinchkhed Khurd, (2) Veruli (KD) and (3) Vadgaon Mulone.
	Do.	Amalner	All villages.
	Do.	Parola	All villages except—(1) Mundane, (2) Adgaon, (3) Shelve, (4) Mhaswa, (5) Kanhare & (6) Parola.
	Do.	Erandol	All villages except—(1) Bhambori (Bhokni), (2) Erandal, (3) Kauthal, (4) Toli (Erandol), (5) Dharangaon, (6) Sonwad, (7) Uttran, (8) Borgaon, (9) Bhokni, (10) Khedikhurd, (11) Shamkheda, (12) Bhambori (Toli), (13) Chandsar, (14) Kasoda (15) Palasheda and (16) Dhangir.
	Do.	Chopda	All villages except—(1) Chopda, (2) Chahardi, (3) Kharag, (4) Gorgable (BK), (5) Bhokri, (6) Vad-gaon KD.
	Do.	Bhusawal	All villages.
	Do.	Jamner	All villages except—(1) Jamner, (2) Hivarkheda, (3) Chincholi-Turb-Pimpri, (4) Deolgaon & (5) Pahur.
	Do.	Raver	All villages except—Khandwal.
	Do.	Yawal	All villages except—(1) Sakali and (2) Viroda.
	Do.	Edlabad Peta	All villages except—(1) Khamkheda, (2) Perchre (3) Mai Sangwe, (4) Dui and (5) Bhokri.

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7	Dhulia	Taloda	All villages.
	Do.	Shahada	„
	Do.	Shirpur	„
	Do.	Shindkhed	„
	Do.	Sakri	„
	Do.	Dhulia	„
	Do.	Navapur	„
	Do.	Akkalkuva	„
	Do.	Akrani Mahal	„
	Do.	Nandurbar	„
8	Nasik	Niphad	„
	Do.	Yeola	„
	Do.	Nasik	„
	Do.	Malegaon	„
	Do.	Igatpuri	„
	Do.	Dindori	„
	Do.	Chandor	„
	Do.	Kalvan	„
	Do.	Baglan	„
	Do.	Nandgaon	„
	Do.	Peint Manal	„
	Do.	Surgana	„
9	Thana	Thana	„
	Do.	Kalyan	„
	Do.	Murbad	„
	Do.	Bhiwandi	„
	Do.	Wada	„
	Do.	Shahpur	„
	Do.	Jawahar	„
	Do.	Mokhada	„
10	Kolaba	Panvel	„
	Do.	Karjat	„
	Do.	Khalapur	„
11	Sholapur	Pandharpur	All villages except—(1) Bhalwani, (2) Cewadi, (3) Dhondewadi, (4) Karakam, (5) Bapse, (6) Ambc, (7) Surkoli, (8) Nepatgaon, (9) Taratgaon, (10) Deogaon, (11) Shegaon, (12) Bhatalgao, (13) Mundhewadi, (14) Chala, (15) Turgat and (16) Suste.
	Do.	Malsiras	All villages except—(1) Akli, (2) Neemgaon, (3) Pilliv, (4) Dasur, (5) Tandulwadi, (6) Chandpuri, (7) Neemgaon, (8) Velapur, (9) Dharare, (10) Karande, (11) Dharampuri, (12) Phord-Siras.
	Do.	Mangalweda	All villages except—(1) Margaveldi, (2) Dharamgaon, (3) Mundavi, (4) Macrur, (5) Dinal, (6) Tamarddi, (7) Mundewadi, (8) Nardur, (9) Kagista, (10) Borali, (11) Hulja, (12) Patku, (13) Kup-Shingi, (14) Kemnal, (15) Bhalwani, (16) Nimboni, (17) Rudde, (18) Lendi-Chinchol.

	1	2	3	4
Sholapur	.	Saigola	.	All villages except—(1) Rajapur, (2) Ekkapur, (3) Sangola, (4) Kole, (5) Margari, (6) Deole, (7) Ajmale, (8) Somajwadi, (9) Hal-Daniwadi, (10) Gherdi, (11) Nagaj.
Do.	.	Karmala	.	All villages except—(1) Bhalewadi, (2) Karanje, (3) Khambewadi, (4) Karmala, (5) Mirgaon, (6) Borgaon, (7) Dilmeshwar, (8) Khadki, (9) Alapur, (10) Taratgaon, (11) Bittagaon, (12) Pothare, (13) Poteagaon, (14) Balewadi, (15) Hiora, (16) Dhargaon, (17) Nilaj, (18) Pande, (19) Padali, (20) Keru, (21) Wangi, (22) Shelaon (K), (23) Zara, (24) Raogaon, (25) Pophala, (26) Kondije, (27) Arjun Nagar, (28) Vit, (29) Laha, (30) Hingani, (31) Parewadi and (32) Hiwara.
Do.	.	Madha	.	All villages except—(1) Madha, (2) Lane, (3) Tem-bhurni, (4) Shiral, (5) Ridhore, (6) Kurduwadi, (7) Tandulwadi, (8) Dharphal, (9) Kewad and (10) Bitargaon.
Do.	.	Barsi	.	All villages except—(1) Pangari, (2) Irale, (3) Kor-phale, (4) Turk-Pimpali, (5) Malwandi, (6) Dhavale, (7) Upmai, (8) Undegaon, (9) Shirapat-Pimpali, (10) Kasarwadi (11) Barsi, (12) Dhonore, (13) Yedhi, (14) Jawale, (15) Tadawale, (16) Puri, (17) Chincholi, (18) Janpur, (19) Mandegaon, (20) Gormala, (21) Alapur, (22) Bhalegaon, (23) Gaud-gaon, (24) Bhatambre, (25) Zadi, (26) Kasari, (27) Vairag and (28) Kapiz.
Do.	.	North Sholapur	.	All villages.
Do.	.	South Sholapur	.	”
Do.	.	Mohol	.	”
12 Ahmednagar	.	Jamkhed		All villages except—(1) Araugaon, (2) Dongaon, (3) Pimparkhed, (4) Chondi, (5) Girvali, (6) Kaudgaon, (7) Sathephal, (8) Dhonduchiwadi, (9) Sonegaon, (10) Naigao, (11) Waki, (12) Padali, (13) Nanaj, (14) Borla, (15) Jawla, (16) Sheur, (17) Savergao, (18) Mahali, (19) Sarola, (20) Sakut.
Do.	.	Parner	.	All villages except—(1) Bhularwane, (2) Kalkup, (3) Takli-Dhokeshwar, (4) Hangi, (5) Ganji-Bhoyare, (6) Babulwada, (7) Paleshi, (8) Jamgaon, (9) Arte-gaon, (10) Walawane, (11) Wadgaon-Daiye, (12) Pedale-Ale, (13) Kalas, (14) Randha, (15) Alkuti, (16) Hirve-Korda, (17) Jawale, (18) Kadus.
Do.	.	Karjat	.	All villages except—(1) Sidhpur, (2) Nagapur, (3) Nagalwadi, (4) Sidatek, (5) Bhambora, (6) Hingangaon, (7) Belwandi, (8) Alsundc, (9) Ambek-Jalgaon, (10) Khatgaon, (11) Nimbodi, (12) Malthan, (13) Pategaon, (14) Pimpalwadi, (15) Shinde, (16) Gondhardi, (17) Nimbgaon-Daku, (18) Mira-jgaon, (19) Mandali, (20) Thergaon, (21) Nimbgaon-Gangardi, (22) Chandc.
Do.	.	Kopargao	.	All villages except—(1) Dhotre, (2) Kelwad, (3) Puntamba, (4) Rampurwadi, (5) Wari, (6) Kokam-Thal, (7) Kopargao-Bet, (8) Kopargaon, (9) Jeur, (10) Singwe, (11) Bhagdade, (12) Dokegaon, (13) Khopadi.
13 Satara	.	Petn	.	All villages except—(1) Adul, (2) Nesare, (3) Malhar-pet, (4) Navadi, (5) Garude & (6) Maldan.
Do.	.	Satara	.	All villages except—(1) Kashil, (2) Majgaon, (3) Vaduth, (4) Maswe, (5) Koparde & (6) Shivthar.

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13	Satara	Phaltan	All villages except—(1) Turakwadi, (2) Padgaon, (3) Sangvi, (4) Soman-Thali,	
	Do.	Khandala Petha	All villages except—(1) Padgaon, (2) Dombalwadi, (3) Taradgaon, (4) Wadi, (5) Adarki (BK), (6) Hingangaon, (7) Girvi, (8) Rajale, (9) Nimbalaik, (10) Phaltan, (11) Murde, (12) Rawadi (KD), (13) Kambaleshwar, (14) Jinti & (15) Vidani.	
	Do.	Khatav	All villages except—(1) Dharpudi, (2) Kureli, (3) Kumtha, (4) Mayani, (5) Kaladhon, (6) Chitali, (7) Khangun, (8) Khatav, (9) Bhukawadi, (10) Nimsod, (11) Ladegaon, (12) Palshi, (13) Vaduj, (14) Mhasrke, (15) Chordi, (16) Shenewadi.	
	Do.	Man	All villages except—(1) Mhaswad, (2) Ranand and (3) Mardi.	
	Do.	Jaoli	All villages.	
	Do.	Wai	"	
	Do.	Mahabaleshwar	"	
		Mahal.		
	14	Poona	Haveli	All villages except Kondawa (BK)
	Do.	Shirur	All villages except—(1) Nirvi, (2) Pimparkhad, (3) Vadgaon-Rasace, (4) Pimpalsatti, (5) Kurli (Kalgaon).	
	Do.	Baramati	All villages except—(1) Shiroli, (2) Khindaj, (3) Lata, (4) Sangavi, (5) Murum, (6) Konkaleshwar, (7) Chopadaj and (8) Parwadi.	
	Do.	Indapur	All villages except—(1) Palasdeo, (2) Mhais, (3) Madanwadi, (4) Kumbhargaon, (5) Pimpari, (6) Dhalanj, (7) Rajewadi, (8) Kalthan, (9) Diksal, (10) Bhavdi, (11) Sansar, (12) Varkut-BK, (13) Gotondi and (14) Lulewadi.	
	Do.	Dhond	All villages except—(1) Alegaon, (2) Vadgaon-Darekar, (3) Kharoli, (4) Dewalgaon-Raje, (5) Pedgaon, (6) Khanota, (7) Kasundi, (8) Dclwadi, (9) Nanvaiz, (10) Minghiberdi, (11) Malthan, (12) Lolanwadi, (13) Dhond, (14) Vethalnagar and (15) Rajegaon.	
	Do.	Mawal	All villages.	
	Do.	Mulshi	"	
	Do.	Bhor	"	
	Do.	Purandhar	"	
	Do.	Khed	"	
	Do.	Velhe Mahal	"	
15	Kolhapur	Shahuwadi	All villages except—(1) Shittur, (2) Ukhalu, (3) Nerla, (4) Khede, (5) Rathare, (6) Malkapur & (7) Mangaon	
	Do.	Panhala Mahal	All villages except—(1) Satwe, (2) Pokhale.	
	Do.	Bhudgad	All villages except—(1) Shengaon and (2) Bamna.	
	Do.	Chardgad	All villages except—(1) Kini & (2) Trimad.	
	Do.	Ajra Mahal	All villages except—(1) Uttur, (2) Bhadvanwadi, (3) Belawadi, (4) Bhairewadi.	
	Do.	Bavada Mahal	All villages.	
	Do.	Radhanagari	"	
16	Sangli	Jath	All villages except—(1) Jath, (2) Madyal and (3) Utgi.	

1	2	3	4
Sangti . . .	Khinapur (including Atpadi Mahal.)	All villages except—(1) Chikalhol, (2) Upale (M), (3) Kherude (W), (4) Yatgaon, (5) Kasarwadi, (6) Wage-wadi, (7) H. Vadiye, (8) Tendoli, (9) Kadgaon, (10) Nhavi, (11) Hingangao, (12) Bhikarsadi (KD), (13) Nevar, (14) Kherode (W), (15) Upali (W), (16) Kotiz, (17) Satawaichiwadi, (18) Balwadi, (19) Shirasgaon, (20) Sankijre, (21) Decorashtra, (22) Amlak, (23) Waragi, (24) Shiwan, (25) V. Rajbag, (26) Tadsar, (27) Sonsal, (28) Bhalawani, (29) Zare, (30) Vibhutewadi, (31) Galwewadi, (32) Karsundi, (33) Jambhuini, (34) Ghavarki, (35) Karanje, (36) Umbargaon, (37) Vira, (38) Bagwani, (39) Gavali, (40) Lengrur, (41) Bhukachiwadi, (42) Valur, and (43) Mahuli.	
Do. . . .	Shirala Mahal. .	All villages except—(1) Mangle, (2) Red, (3) Khed, (4) Bilashi, (5) Kokrud, (6) Khujgaon, (7) Charan, (8) Dewadi, (9) Shirshi, (10) Karmala, (11) Batshirgaon, (12) Kanca, (13) Chikhali, (14) Shirole (KD), (15) Karanguli, (16) Arle, (17) Sonawadi, and (18) Mandur.	

[No. CER 1/61.]

B. D. DESHMUKH, Collector.

## MINISTRY OF COMMERCE &amp; INDUSTRY

New Delhi, the 12th January 1961

**S.O. 275.**—In exercise of the powers conferred on me by sub-clause (1) of Clause 3 of the Cotton Control Order, 1955, I hereby make the following amendment in the Textile Commissioner's Notification No. S.O. 2178 dated the 30th August, 1960, namely:—

## 1. In Schedule A,

(1) against "Westerns", for the existing figures under columns 3 and 4, the figures 151 and 243 shall be respectively substituted;  
(535)      (870)

(2) against "Kalyan", for the existing figures under columns 3 and 4, the figures 139 and 241 shall be respectively substituted.  
(495)      (855)

## 2. In paragraph 8(b), the following shall be added after sub-paragraph (ii), namely:—

"If any Vijay cotton grown in these areas is recognised as Vijay 'A', such cotton shall come under Vijay 'A'."

(Sd.) W. R. NATU,  
Textile Commissioner.

[No. 24(1)-Tex(A)/60.]

R. N. KAPUR, Under Secy.

## ORDER

New Delhi, the 28th January 1961

**S.O. 276.**—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints Shri M. J. Edwards of Messrs. Parry & Company Ltd., Madras, to

be a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 2603, dated the 17th October, 1960 for the scheduled industries engaged in the manufacture and production of Sugar till the 16th October, 1962 in place of Shri K. K. Birla, who has resigned from the membership of the Council, and directs that the following amendment shall be made in the said Order; namely:—

In paragraph 1 of the said Order for entry No. 6 relating to Shri K. K. Birla, the following entry shall be substituted, namely:—

“6. Shri M. J. Edwards, M/s. Parry & Co. Ltd., Madras.	Owners	Member
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[No. 1(4)IA(IV)/60.]

S. V. R. CHARI, Under Secy.

#### RUBBER CONTROL

New Delhi, the 27th January 1961

**S.O. 277.**—In exercise of the powers conferred by clause (a) of sub-section (4) of section 12 of the Rubber Act, 1947 (24 of 1947), and in supersession of the Notification of the Government of India in the late Ministry of Commerce and Consumer Industries No. S.R.O. 2792 dated the 20th November, 1956, the Rubber Board hereby fixes with effect from the 1st April 1961 the periods from the 1st April to the 30th September, and from the 1st October to the 31st March, of each financial year as the periods in respect of which assessment of the amount of duty of excise as cess on all rubber produced in India shall be made in accordance with the notification of the Government of India in the Ministry of Commerce and Industry No. S.O. 162 dated the 17th January, 1961.

Kottayam,

The 20th, January, 1961

(Sd.) K. B. WARRIER

Chairman, Rubber Board.

[No. 15(7)Plant (B)/60.]

B. KRISHNAMURTHY, Under Secy.

#### PATENTS AND DESIGNS

New Delhi, the 30th January 1961

**S.O. 278.**—In exercise of the powers conferred by section 72 of the Indian Patents and Designs Act, 1911 (2 of 1911), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Commerce and Industry, No. S.R.O. 681, dated the 23rd March, 1955, namely:—

In the said notification, after item (24), the following item shall be added, namely:—

“(25). The Secretary,  
Inventions Promotion Board,  
L.I.C. Building,  
Parliament Street,  
New Delhi-1.”

[No. 16(16)-TMP/60.]

M. H. SIDDIQI, Under Secy.

#### (Indian Standards Institution)

New Delhi, the 24th January 1961

**S.O. 279.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the rules and regulations framed thereunder, shall come into force with effect from 24th January, 1961.

THE SCHEDULE

Design of the Standard Mark (1)	No. and title of relevant Indian Standard (2)	Verbal description of the design of the Standard Mark (3)
	IS : 1595-1960 Specification for Enamelled High-Conductivity Annealed Round Copper Wire (Synthetic Enamel).	The monogram of the Indian Standards Institution, consisting of letters ISI, drawn in the exact style and relative proportions as indicated in column (1), the number, designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17:2.]

**S.O. 280.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for Synthetic Enamelled Wire, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 24th January, 1961.

THE SCHEDULE

Sl. No.	Product/Class of Product	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
I	Synthetic Enamelled Wire.	IS: 1595-1960 Specification for Enamelled High-Conductivity Annealed Round Copper Wire (Synthetic Enamel).	One Metric tonne.	Rs. 10.00 per unit with a minimum of Rs. 2,500.00 for production during a calendar year.

[No. MD/18:2.]

C. N. MODAWAL,  
Deputy Director (Marks).

MINISTRY OF STEEL, MINES & FUEL

(Department of Iron & Steel)

New Delhi, the 27th January 1961

**S.O. 281|ESS.COMM.Iron & Steel-15(1) and 27(1)|AM(37).**—The following Notification issued by the Iron and Steel Controller under Sub-clause (1) of Clause

15 and Sub-clause (1) of Clause 27 of the Iron & Steel (Control) Order, 1956, is hereby published for general information:—

#### NOTIFICATION

In exercise of the powers conferred by Sub-clause (1) of Clause 15 and Sub-clause (1) of Clause 27 of the Iron & Steel (Control) Order, 1956 and with the approval of the Central Government, the Iron and Steel Controller is pleased to notify the following amendment to Clause A under Part III of the Public Notice of 4th October, 1960, which has been published in the Gazette of India dated the 8th October, 1960 in Part I of I.T.C. Schedule (items licensed by the Steel Import Control, Calcutta):—

#### *Amendment*

For the existing Clause (A) under Part III of Public Notice dated 4th October, 1960

Read the following:—

"In exercise of the powers conferred by Sub-clause (1) of Clause 15 and Sub-clause (1) of Clause 27 of the Iron & Steel (Control) Order, 1956 the Iron and Steel Controller is pleased to notify that unless otherwise directed by him, the prices of imported Iron & Steel materials shall be fixed on the basis of landed cost plus remuneration thereon as mentioned in the different clauses under Part III of the Public Notice dated 4th October, 1960.

A. S. BAM,  
Iron & Steel Controller.

[No. F. SC(C)-2(157)/61.]  
J. S. BAIJAL, Under Secy.

#### MINISTRY OF HEALTH

New Delhi, the 24th January 1961

**S.O. 282.**—In exercise of the powers conferred by section 15 of the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (21 of 1954), the Central Government hereby directs that the provisions of clause (a) of section 3 in so far as they relate to "prevention of conception in women" and those of section 6 of the said Act shall not apply to or in relation to any advertisement in respect of contraceptives, provided that the advertisement shall relate only to such contraceptives as have been approved by the Government.

[No. F. 8-1/61-D.]  
M. K. KUTTY, Dy. Secy.

New Delhi the 25th January 1961

**S.O. 283.**—In pursuance of item (30) of Part II of the Schedule to the Dentists Act, 1948 (16 of 1948), the Dental Council of India hereby approves the following foreign qualifications, namely:—

1. "The Degree of Dr. of Medical Science, (D.M.Sc.—Igaku hakushi) in Operative Dentistry of the Tokyo Medical and Dental University, Tokyo, Japan."
2. "The Degree of Master of Dental Surgery (M.D.S.) of the University of Newzealand, Wellington, Newzealand."

S. BRATT, LDSc, FICD,  
Secretary,  
Dental Council of India.

[No. F. 3-5/60-MII.]  
R. MURTHI, Under Secy.

## MINISTRY OF TRANSPORT &amp; COMMUNICATIONS

(Department of Transport)

(Transport Wing)

PORTS ESTABLISHMENT

New Delhi, the 25th January 1961

**S.O. 284.**—In pursuance of sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the notification of the Government of India in the late Ministry of Transport No. 610, dated the 28th February, 1957, namely:—

In the Schedule to the said notification,—

(a) in Part II,

(i) under the heading “Cochin Harbour”, against the entry “All Posts” in column 1, for the brackets and figure “(1)” in column 4, the brackets, word and figures “(i) to (iii)” shall be substituted;

(ii) under the heading “Kandla Port Project”, for the existing sub-headings “Capital Branch” and “Revenue Branch” and the entries relating thereto, the following entries shall be substituted, namely:—

1	2	3	4	5
“All posts	Development Commissioner	Development Commissioner Head of office concerned	All (i) to (iii)	Secretary, Department of Transport, Development Commissioner”;

(b) in Part III, under the heading “Kandla Port Project”, for the existing sub-headings “Capital Branch” and “Revenue Branch” and the entries relating thereto, the following entries shall be substituted, namely:—

1	2	3	4	5
“All posts in the Administrative Office.	Secretary to Development Commissioner	Secretary to Development Commissioner	All	Development Commissioner
All posts in other offices	Head of office concerned	Head of office concerned	All	Development Commissioner”.

[No. 17-PLA(58)/57-PE.]

PORTS

New Delhi, the 31st January 1961

**S.O. 285.**—In pursuance of sub-section (3) of section 6 of the Bombay Port Trust Act, 1879 (Bombay Act 6 of 1879), the Central Government hereby publishes the following return received from the Secretary, Bombay Chamber of Commerce & Industry, Bombay, namely:—

Return showing the name of the gentleman elected by the Bombay Chamber of Commerce and Industry, in accordance with the provisions of the Bombay Port Trust Act, to be a member of the Board of Trustees of the Port of Bombay during the absence on leave of Mr. C. W. Couch.

Date of election	Name of gentleman.
10th January 1961.	Mr. M. K. Billimoria

[No. 8-PG(131)/60.]

M. V. NILAKANTA AYYAR, Under Secy.

## MINISTRY OF IRRIGATION &amp; POWER

New Delhi, the 24th January 1961

**S.O. 286.**—In exercise of the powers conferred by sub-section (1) of section 28 of the Indian Electricity Act, 1910 (9 of 1910), as in force in the State of Pondicherry, the Central Government hereby makes the following amendments to the notification of the Government of India in the Ministry of Irrigation and Power No. EL.III-384(40), dated the 13th August, 1958, granting sanction to the Karaikkal Electric Supply Co. Ltd. 13, West Boulevard Road, Turuchirapalli, to engage in the business of supply of energy, namely:—

In the said notification—

- (1) In clause 4, for the words “communes of Neravy, Tirunallar and Ambagarattur” the words “communes of Neravy, Tirunallar, Ambagarattur, Nedungadu and Kottucherry” shall be substituted.
- (2) in the Annexure, the following shall be added at the end namely:—

## “NEDUNGADU

1. Portion of Karaikkal Road between the Natta-Vaikal bridge in the North-West and Kottucherry Road in the South East.
2. Portion of Kottucherry Road from Karaikkal Road in the West upto Mairie Office in the East.
3. Tirunallar Road from the Natta-Valkal bridge in the North to Sivan Koll in the South.
4. Sivan Koll Street running West to East.
5. Perumal Koll Street between Tirunallar Road in the West and Aiyyanar Koll Street in the East.
6. Maternity Hospital Street between Tirunallar Road in the West and Aiyyanar Koll Street in the East.

## KOTTUCHERRY

1. Porayar Road from Kizha Kasagudi limit in the South to Varichigudi limit in the North.
2. Town Hall Street from Porayar Road in the West upto Town Hall in the East.
3. Kizha Teru from Porayar Road in the West to Old Tranquebar Road in the East.
4. Old Tranquebar Road between Kizha Teru in the South and Mariamman Koil North Street in the North.
5. Pappara Teru from Porayar Road in the East upto Sivan Koil in the West.
6. Portion of Pookara Teru running East to West.
7. Seniar Teru from Porayar Road in the East to Pookara Teru in the West.”

[No. EL. II-2(6)/60.]

K. G. R. IYER, Dy. Secy.

## MINISTRY OF EDUCATION

New Delhi, the 28th January 1961

**S.O. 287.**—In exercise of the powers conferred by clause (g) of sub-section (2) of section 25 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby makes the following rules, namely:—

1. **Short title.**—These rules may be called the University Grants Commission (Inspection of Universities) Rules, 1961.
2. **Definitions.**—In these rules, unless the context otherwise requires,—
  - (a) “University” means a University as defined in clause (f) of section 2 of the University Grants Commission Act, 1956, and includes an institution for higher education deemed to be a University under section 3 of the said Act;

- (b) "Financial Year" means the year commencing from the 1st April and ending on the 31st March of the following calendar year; and
- (c) "Academic Year" means the academic year of the respective Universities.

**3. Appointment of Committees.**—The Commission may appoint a Committee, wherever or whenever necessary, consisting of such persons as it may decide in each case and subject to the provisions of rule 6, to examine and report on the financial needs of a University or its standards of teaching, examination and research or both.

**4. Questionnaire to be supplied.**—Before the Committee inspects a University, the Commission shall send to the Vice-Chancellor of the University a questionnaire seeking information on all relevant matters relating to the Department/Departments or Institution/Institutions to be inspected.

**5. Communication of date of inspection.**—After receipt of information under rule 4, the Commission shall fix a date for inspection by the Committee and communicate the same to the University concerned.

**6. University to be associated.**—The University shall be associated with the inspection in the following manner, namely:—

- (a) The University shall nominate not more than three representatives who may include the Vice-Chancellor or the Registrar, the Dean or the Deans of Faculty/Faculties concerned and such other officers/teachers of the Department/Departments or Institution/Institutions as may be deputed by the University and their names shall be communicated to the Commission.
- (b) The representatives of the University shall be associated with the inspection for such time and in such manner as may be determined by the Committee after consultation with the University.
- (c) In carrying out the inspection, the Committee may have discussions with such officers/teachers and other members of the Department(s) or Institution(s) to be inspected as may be considered necessary by the Committee.

**7. Report to the Commission.**—As soon as possible after the inspection, the Committee shall report its findings to the Commission.

[No. F. 24-6/56-U.5.]

New Delhi, the 31st January 1961

**S.O. 288.**—In exercise of the powers conferred by clause (a) of sub-section (2) of Section 5 of the University Grants Commission Act, 1956 (3 of 1956) read with sub-section (3) of Section 6 of the said Act, the Central Government hereby appoints Shri T. M. Narayanaswamy Pillai, Vice-Chancellor, Annamalai University, as a member of the University Grants Commission vice Dr. V. S. Krishna, formerly Vice-Chancellor, Andhra University, resigned.

[No. F. 24-72/60-U.5.]

P. N. KIRPAL, Secy.

#### MINISTRY OF REHABILITATION

New Delhi, the 24th January 1961

**S.O. 289.**—Whereas the Central Government is of opinion that it is necessary to acquire the evauee properties specified in the Schedule below in the State of Rajasthan for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires, the evauee properties specified in the said schedule.

## SCHEDULE

Serial No.	Property No.	Description of Property	Locality	Name of the evacuee
1.	315	Plot .	Chejaran .	Gani son of Gafoor.
2.	316	," .	Beopari .	Ali, Abdulla and Ahmed sons of Dina.
3.	317	," .	Gaushala Bass .	Ladhu, Allah rakh sons of Kadir, Musa and Fakir sons of Saloo.
4.	318	," .	Chopdaren .	Mohamanda son of Faiz Mohd.
5.	319	," .	Bcopari .	Abdulla and Karim sons of Issa.
6.	320	," .	Near Railway St. .	Ashraf Khan son of Mirukhan.
7.	321	House .	Chejaran .	Ganu son of Aman and Gafoor son of Bhadar.
8.	322	Plot .	Near Railway St. .	Labdhikhan son of Malu Khan.
9.	323	," .	.. .	Nathu son of Bakhsha Chejara.

[No. F1(1221)58/Comp.III/Prop.]

**S.O. 290.**—Whereas the the Central Government is of opinion that it is necessary to acquire the evacuee properties in the Union territory of Delhi, specified in the Schedule below for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires the evacuee properties specified in the Schedule below.

## SCHEDULE

Sl. No.	Particulars of evacuee property	Name of the town and locality in which the evacuee property is situated	Name of evacuee
1.	VI/2714/5420	Kucha Rehman	(1) Mst. Mahmooda Begum wife of Ahmed Din. (2) Shri Ahmed Din.
2.	IV/501/1343	Kucha Ustad Hamid	Mohd. Suleman.
3	IV/518/1357.	Kucha Ustad Hamid	Sultan Ahmed.
4.	IV/519/1358	Kucha Ustad Hamid	Azizuddin
5.	IV/521/1360	Kucha Ustad Hamid	Munshi Aziz Ahmed
6.	IV/529/1371-73	Kucha Ustad Hamid	Mohd. Asghir
7.	IV/522/1361-63	Kucha Ustad Hamid	Jamilul Rehman
8.	IV/533/1378-83	Kucha Ustad Hamid	Fateh Mohd.

[No. F1(1218)58/Comp.III/Prop.]

New Delhi, the 27th January 1961

**S.O. 291.**—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the State of Uttar Pradesh, for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of the 1954), it is notified that the Central Government has decided to acquire, and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

## THE SCHEDULE

Sl. No.	Particulars of property	Name of the town and locality in which the evacuee property is situated	Name of Evacuee
1	2	3	4
<i>Distt. Muzaffarnagar</i>			
1	House Number 16 . . .	Mohalla Kheil Kandhla.	Hamid.
2	House Number 324 . . .	Mohalla Sheikh- zidgan Kandhla.	Mohammad Umar, Mohammad Yamin, Mohammad Daood sons of Mohammad Unis.
3	Balkhana Number 4/418 . . .	Mohalla Qasban Kandhla.	Abdul Wahid and Masood.
4	House Number Nil . . .	Mohalla Purquazi Kandhla.	Akhtar Hussain.
5	Shop Number 30 . . .	Mohalla Mithu Ram, Aftaf Begum—Azam Khan. Khatauli.	
6	Shop Number 60/1 . . .	Mohalla Bazar Surki, Khatauli.	Abdul Aziz Urf Chajwa son of Zoor Ali.
7	Gher Number 58 . . .	Mohalla Sharafan Khatauli.	Abdul Rehman, Alimuddin, Azimuddin.
8	House Number Nil . . .	Village Chandhori, Tehsil Jansath.	Nanhu.
9	House Number Nil . . .	Do.	Sayeed Agha.
10	Do. . .	Do.	Ayub Ali.
11	Do. . .	Do.	Akbar Hussain.
12	Do. . .	Village Banat, Tehsil Kairana.	Mohammad Hanif.
13	Do. . .	Village Rewali Nagla, Tehsil Budhwana.	Saddiq.
14	Do. . .	Village Sarwat, Tehsil Muzaffarnagar.	Maqsood Ahmad, Manzoor Ahmad sons of Tazza-mul Hussain.
<i>District Etahwah</i>			
1	House Number DV-19 . . .	Mohalla Katra Shaib Khan, Etahwah.	Sri Ali Ahmad son of Murad- khan
<i>District Saharanpur</i>			
1	Plot Number Nil . . .	Rampur . . .	Hamid Ahmed son of Sharif Ahmad.
2	Plot Number Nil . . .	Rampur . . .	Mushmmat Zubeda, Mehmoodul nisa, daughters of Tafazal Hussain.
3	2/352/2/88 . . .	Rampur . . .	Mohammed Murazatson of Mustafa.
4	Plot Number . . .	Rampur . . .	Mushtaq, Shafat Elahi, Bunda Ahsan, Mahboob, Fiazan sons of Ashfaq Ahmad.
5	A1/436/(2)/4/123 . . .	Mohalla Qazi, Rampur	Ayub Ahmad son of Manzoo Ahmad.

1	2	3	4
6	A3/246	.	Mohalla Qazi, Rampur Rahaman Bux son of Mola Bux.
7	Plot Number J1/119	.	Grami Mandi, Zahir Noor son of Zaheer Khan, Saharanpur.
8	A1/119, 112	.	Mubarak Shah, Mushmat Kalsoom wife of Saharanpur. Yamin and others.
9	EW/209	.	Mohalla Ambatalab, Mohammad Ali son of Mohammad Roorkee.
10	S/68	.	Mohammad Sayeedan, Ahsanulhaq son of Manzoor Gangoh.

*District Gorakhpur*

1	Northern portion of house Nos. 488, 489.	Turkmanpur, Gorekh-	ANIS Ahmad son of Abdul pur. Qasir.
2	House Nos. 51, 52	Meha Bakhtiar, Gorakhpur.	Mariam wife of Shaikh Abdul.
3	House Nos. 223	Humaunpur, Gorakhpur.	Shafiq Hussain son of Hamid Hussain.
4	House No. 224	Humaunpur, Gorakhpur.	Shafiq Hussain son of Hamid Hussain.

[No. 1(1217)-58/Comp. III/Prop.]

*New Delhi, the 30th January 1961*

**S.O. 292.**—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties in the Union Territory of Delhi, specified in the Schedule below for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires the said evacuee properties.

Sl. No.	Particulars of property	Area	Name of the evacuee with the rights in the property	Remarks.
	Khewat No.	Khasra No.	Big. Bis.	

*List of Urban Area of Village Tihar for Acquisition U/S 12.*

1.	I/10	749/2 983	3—16 4—9	Abdul Rihim & Abdul Hakim Abdul Rashid s/o Shamsher Khan (in equal share).	Ownership.
2.	I/4	740/2	1—13	Muzafar s/o Ilai Bax	Do.

*List of Urban Area of Village Kalu Sarai for Acquisition U/s 12.*

1.	I8/20	108	2—1	Meharban & Rahimu s/o Khuda Bax 1/3rd share. Sh. Rehman Bax s/o Mukhetier 1/12th share. Sh. Maksudali & Maphusali in equal share s/o Hamid 1/12th share. Wahid s/o Hasan Khan 1/12th share. Ajmeri Shamsher (in equal) s/o Sardar 1/6th share. Ida s/o Rustam 1/6th share, and Sh. Gaphur Bax s/o Mola Bax 1/12th share evacuee.	Ownership.
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Sl. No.	Particulars of pro- perty		Area Big. Bis.	Name of the evictee with the rights in the property.	Remarks.
	Khewat No.	Khasra No.			
1. 3	253 1161/442	2-14 1-0	Rishal s/o Iwaj	Ownership.	
	626/1	3-14			
	284	3-2			
	TOTAL	10-10			

*List of Urban Area of Village Kilokari for Acquisition U/S 12.*

1. 3	253 1161/442	2-14 1-0	Rishal s/o Iwaj	Ownership.
	626/1	3-14		
	284	3-2		
	TOTAL	10-10		

[No. F1(1218)58/Comp.III/Prop.]

**(Office of the Chief Settlement Commissioner)**

*New Delhi, the 7th January 1961*

**S.O. 293.**—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation and Rehabilitation) Act (44 of 1954), the Central Government hereby appoints for Delhi, Shri Kartar Singh for the time being holding the post of Naib Tehsildar in the office of Regional Settlement Commissioner cum Custodian of Evacuee Property, New Delhi, as Managing Officer for the Custody, Management and disposal of compensation pool with effect from the date he takes over charge of the post.

[No. 7(41)ARG/60.]

**KANWAR BAHADUR,**  
Settlement Commissioner (A) & Ex-Officio Dy. Secy.

**MINISTRY OF LABOUR & EMPLOYMENT**

*New Delhi, the 27th January 1961*

**S.O. 294.**—In exercise of the powers conferred by section 7B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a National Industrial Tribunal with headquarters at Bombay and appoints Shri Salim M. Merchant as the Presiding Officer of that Tribunal.

[No. 7/24/60/LRIV.]

*New Delhi, the 28th January 1961*

**S.O. 295.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal (Bank Disputes) Bombay, in the matter of Application dated the 20th July 1960 of the Salem Bank Limited, Salem and Supplementary Application dated 3rd December 1960 of the aforesaid bank.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL (BANK DISPUTES) AT BOMBAY**

**MISCELLANEOUS APPLICATION No. 289 OF 1960**

**IN**

**REFERENCE No. 1 OF 1960.**

**The Salem Bank Limited, Salem—Applicant.**

**Versus**

**The Workmen of the Salem Bank Limited, Salem.—Opponents.**

In the matter of Application dated the 20th July 1960 of the Salem Bank Ltd., Salem, and Supplementary Application dated 3rd December 1960 praying for an

**Award in terms of the Settlement arrived at between the Bank and its employees.**  
**PRESENT:**

The Honourable Shri Justice K. T. Desai, Presiding Officer, National Industrial Tribunal (Bank Disputes), Bombay.

**APPEARANCES:**

Shri S. Narayanaiah, Advocate, for the applicant Bank, Shri D. S. Nargolkar, Advocate with Shri K. Mandal for the All India Bank Employees Association. Shri V. N. Sekhri for the All India Bank Employees Federation.

**INDUSTRY: Banking.**

*Bombay, dated 18th January 1961*

**AWARD**

1. On 20th July 1960 the Salem Bank Ltd. made an application stating that after the order of this National Tribunal dated 20th May 1960 had been exhibited at all the offices of the Bank, no demands had been received by the Bank from any of its workmen, that there was no dispute between the Bank and its employees and that the Bank should be exempted from the operation of any award that may be made by this National Tribunal in the aforesaid Reference. To that application were annexed the revised grades, scales of pay, dearness allowance and other allowances given by the Bank to its staff, with effect from 1st January 1960. Along with this application were filed applications by the workmen of the Bank in which it had been stated that they had not made any demand upon the Bank and that there were no disputes between them and the management of the Bank. They have requested that a settlement to that effect may be recorded. It is stated on behalf of the Bank that these applications on behalf of the workmen have been signed by all the workmen employed in the Bank.

2. Notice of the hearing of the aforesaid applications was duly served on the Bank and its workmen. Notices were also served on the All India Bank Employees Association and the All India Bank Employees Federation.

3. One C. Subramaniam, an employee of the Bank, addressed a letter, dated 7th September 1960, to this National Tribunal in which it was alleged that all the members of the staff were forced to sign the "no demand declaration form under threat of punishment which is nothing but dismissal from service." He stated that the Bank could very easily afford to pay the salary to its workmen prescribed for C Class Banks and made a request that the Bank should be classified as a C Class Bank.

4. The All India Bank Employees Association put in a reply, dated 10th September 1960, in which it *inter alia* contended that I had no jurisdiction to grant the application for exemption from the operation of the award which I might make in Reference No. 1 of 1960 or to record any such settlement.

5. On 18th October 1960 the said C Subramaniam made an affidavit withdrawing the request and the demand made by his aforesaid letter dated 7th September 1960. In the course of the affidavit he stated that he had withdrawn the same in accordance with the wishes of his brother employees at a meeting of the employees of the Bank held at Salem on 16th October 1960 in which it had been unanimously resolved that the employees had no demands to make on the Bank. He also addressed letters to the All India Bank Employees Federation and the All India Bank Employees Association stating that he had withdrawn all his previous demands and that they need not represent him before this National Tribunal. Some workmen of this Bank addressed a letter to me complaining about the way in which the aforesaid meeting was held on 16th October 1960, and requested me to include the Bank in the Award that may be given.

6. On 3rd December 1960 a further application was filed before me which has been signed on behalf of the Bank and by two persons as the representatives of the employees of the Bank. In that application it has been stated that all the employees of the Bank without a single exception and the Bank had entered into a settlement covering all the 22 points of dispute mentioned in Schedule II to the Order of Reference, dated 21st March 1960, and had signed the said settlement. They prayed for an award in terms of the said settlement. A copy of the terms of the said settlement together with the revised scales of pay, grades etc. is hereto annexed and marked Annexure 'A'. The documents recording the said settlement have been filed before me. A joint affidavit dated 7th December 1960 signed by

the Secretary of the Bank and two representatives of employees, has been filed to the effect that copies of the settlement have been sent to the various authorities as required by Rule No. 58 of the Industrial Disputes (Central) Rules 1957.

7. Some employees of the Bank have written to me that this settlement was forced on the employees by the management and had been signed under threats given by the manager.

8. The All India Bank Employees Federation contended that this settlement had been arrived at as a result of coercion and undue influence. I adjourned the matter in order to enable the Federation to lead evidence on the subject. On 17th December 1960 the Federation applied to me for the issue of a summons against A. Venkatarama Iyer and R. Subbarao, two of the employees of the Bank, for the purpose of giving evidence before me. Summons were duly issued and served upon the said persons. At the hearing before me on 22nd December 1960 both of them appeared. Shri Sekhri, who appeared on behalf of the Federation, did not examine them and stated that he had no evidence to lead. Inspite of an opportunity being given for the purpose of substantiating the contention that the settlement had been arrived at as a result of undue influence or coercion, no evidence was led before me by any one. There is no reason for me to infer or to hold that the settlement has been arrived at as a result of undue influence being brought to bear upon the workmen or by the exercise of any coercion.

9. Shri Nargolkar on behalf of the All India Bank Employees Association had urged before me that I had no jurisdiction to record a settlement when matters had been deferred to me under the provisions of section 10(1A) of the Industrial Disputes Act, 1947. He urged that the Central Government had power under the provisions of sub-section (1A) of section 10 to refer a matter to a National Tribunal when it was of opinion that any industrial dispute existed or was apprehended and the dispute involved any question of national importance or was of such a nature that industrial establishments situated in more than one State were likely to be interested in, or affected by, such dispute. He contended that the object of such reference was standardization of salaries, that it was not open to any of the parties to enter into a settlement after the reference was made and that such object would be defeated if the settlements of the kind propounded before me, arrived at after the Reference has been made by the Central Government, were recognised and an award made in terms thereof. By the Industrial Disputes (Amendment and Miscellaneous Provisions) Act, 1956, the provisions of section 18(1) have been inserted whereunder it has been expressly provided that a settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement. By the same amending Act the words "arrived at in the course of a conciliation proceeding under this Act" were omitted from section 19(1) of the Act, with the result that the present section 19(1) reads as follows:—

"19(1) A settlement shall come into operation on such date as is agreed upon by the parties to the dispute, and if no date is agreed upon, on the date on which the memorandum of the settlement is signed by the parties to the dispute."

The Industrial Disputes Act, 1947, as amended, clearly recognises a settlement arrived at otherwise than in the course of a conciliation proceeding. The settlement before me has been arrived at otherwise than in the course of a conciliation proceeding. These provisions show that a settlement may be arrived at any time even after a Reference has been made to a National Tribunal. If that settlement is a lawful settlement, there is no reason why effect should not be given to it and why an award should not be made in terms thereof.

10. It was urged by Shri Nargolkar that even though a settlement may be valid and binding as a settlement, no award should be made in terms thereof. He says that under the provisions of section 18(3) it is provided that an award of a National Tribunal which has become enforceable shall be binding not merely on the parties to the industrial dispute, but where a party is composed of workmen, on all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute related on the date of the dispute and all persons who subsequently become employed in that establishment or part. I do not see any reason why if a lawful settlement is arrived at between the employer and the workmen employed by him, an award should not be passed in terms of such settlement.

11. In the result, I record the settlement arrived at between the Salem Bank Limited and its workmen and make an award in terms thereof to the extent it relates to Reference No. 1 of 1960.

KANTILAL T. DESAI,  
Presiding Officer,  
National Industrial Tribunal,  
(Bank Disputes), Bombay.

ANNEXURE "A"

1. Categorisation of Banks and areas for the purposes of this adjudication:

The Sastry Award or subsequent Awards did not apply to us on account of the settlement. Therefore, no question of the Bank falling in any classification arises.

2. Scales of pay; methods of adjustments in the scales of pay:

Our scales of pay and grades have been revised and improved with effect from 1st January, 1960. It is to continue. We have also been given an additional allowance called II Settlement allowance as from 1st July, 1960 as follows:

1. Over 15 years of service 10% for clerks & Peons Rs. 4/- each.
2. Over 10 years of service 7% for clerks & Peons Rs. 3/- each.
3. Rest 5% for clerks & Peons Rs. 3/- each.

Subsequently the II Settlement allowance is revised fixing a Minimum of Rs. 5/- for clerks and peons allowing probationers and volunteers and peons less than 5 years service to continue drawing Rs. 3/- as fixed already. This revision took effect from 1st November, 1960. We agree for this. It is also agreed that the I settlement allowances viz. Rs. 10/- Rs. 5/- & Rs. 3/- are to be merged with salary with effect from 1st January, 1961. Since the Bank considered the increase at different stages in consultation with the employees and as the employees have declared Nil Demand and subsequently confirmed the same at a meeting of the employees of 16th October, 1960, we are satisfied with the present scales of pay; and grades which are in force now (a detailed list enclosed).

3. Dearness allowance with particular reference to the question whether any part of the existing dearness allowance should be absorbed in the basic pay.

We are satisfied with the present scale of D.A. regarding 2nd part of the question—not necessary—need not be merged.

4. House rent and other allowances including travelling and halting allowances and leave fare concessions.

Vide list attached. Existing allowances to continue.

5. Provident Fund, including the rate of contribution and rate of interest:

Our provident Fund has been made as a Trust by a registered Deed dated 21st April, 1959 and has been recognised as from 15th February, 1959. This is to continue.

6. Pension and gratuity:

Gratuity: There is no provision; but the Bank to implement a scheme suitable to the capacity of the Bank. No pension.

7. Leave rules:

Our leave rules have been approved by the Provincial Government.

8. Hours of work and overtime:

Hours of work and overtime wages are specified in the Shops and Establishment Act. This may continue.

9. Medical aid and expenses:

Not from the Bank and does not arise.

10. Cash deposits, fidelity bonds and other securities to be furnished by the staff:

At the discretion of the Bank.

11. Uniforms and liveries:

At the discretion of the Bank.

12. Need for maintenance of seniority lists:

As at present priority lists are maintained.

13. Age of retirement:

Our Recognised P. F. Trust rules contains this.

14. Categories of workmen to whom the Award of Tribunal should be applicable:

Does not arise with regard to us.

15. Subsistence allowance during period of suspension:

Not necessary. Present procedure to continue.

16. Procedure for termination of employment and taking other disciplinary action:

Present rules and procedure to continue.

17. Date of effect of the new Award and option, if any, to be given to the existing employees to retain their present terms and conditions of service.

Does not arise with reference to us.

18. Need for interim relief.

Not applicable to us.

19. Difficulties and anomalies in the operation of the existing Award:

Does not arise with reference to us as we have been exempted.

20. Need for the development of the Banking Industry including Banking facilities in rural areas:

Does not arise with reference to us as our Bank is already doing this service in rural areas already.

21. Special needs of the State Bank of India and its subsidiaries in respect of any of the foregoing items having regard to their responsibility for the conduct of Government business:

Does not arise.

22. Any other question connected with, or arising out of, the foregoing matters.  
NONE.

#### REFERENCE No. 3 or 1960

**BONUS:** Principles and conditions under which payable, qualifications for eligibility and method of computation after making provision for all matters for which provision is necessary by or under any of the acts applicable to the banks or which are usually provided for by Banks:

Left to the discretion of the Bank to continue the giving of additional remuneration provided the profits admit:

*The 29th November 1960.*

Signatures of the employees.

SCALES of pay; Grades etc., revised to the staff of the Salem Bank Limited, Salem.

The grades revised at the meeting dated 16th March 1959 which took effect as from 1st January 1960 are as follows;

<i>Previous Grades.</i>				<i>Present Grades.</i>			
Rs.				Rs.			
35—2½—60	Clerks	.	.	40—2½—60			
60—3—75	Accountants	.	.	60—4—80			
75—4—115	Managers	.	.	80—5—115			
115—5—160	Inspectors	.	.	115—7½—175			
	Chief Inspector	.	.	175—5—200			
20—2—30—1½—40	Attenders	.	.	25—2—45—1—50			
20—1—40	Peons Senior	.	.	20—2—40—1—50			
7—1—15	Peons Junior	.	.	15—1—20			
10—1—20	Watchman	.	.	15—1—25			
Duty allowance paid to	Inspectors are	.	.	15/- per month.			
Do.	Branch Managers	.	.	15/- per month.			
Do.	Cashiers	.	.	7/- per month.			
Do.	Accountants	.	.	7/- per month.			
Do.	Accountants (H.O.B.)	.	.	20/- per month.			
Do.	Meeting Seat	.	.	10/- per month.			
Do.	H. O. C. A. Seat	.	.	5/- per month.			
Do.	H. O. Journal	.	.	5/- per month.			

House rent allowance of 10% of the basic pay subject to a minimum of Rs. 4/- and a maximum of Rs. 7/- in respect of Bangalore (Basavangudi and New Taragupet) branches and Vaniyambadi Branch.

Regarding peons at Bangalore branches 10% with a minimum of Rs. 3/- per month.

T.A. to Chief Inspector: 2 times to and fro bus or train fare plus Rs. 3/- per day.

T.A. to Inspectors: One and Half of times to and fro bus or train fare plus Rs. 2-8-0 per day.

T.A. to Clerks: Actual to and fro bus or train fare plus Rs. 2-4-0 per day.

T.A. to Peons: Actual to and fro bus or train fare plus Rs. 2/- per day.

Dearness allowance to all Clerks; Inspector's; Managers; Accountants are Rs. 39/- p.m. To attenders Rs. 22/-, Probationary clerks Rs. 29/- p.m.

Dearness allowance to peons range from Rs. 10 to Rs. 25.

[No. 10(156)/60-LRII.]

*New Delhi, the 30th January 1961*

**S.O. 296.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal (Bank Disputes) Bombay, in the matter of an application under section 33A of the said Act from Shri Ashutosh Mukherjee, ex-employee of the Hongkong & Shanghai Banking Corporation, Calcutta.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL (BANK DISPUTES)  
AT BOMBAY.**

**COMPLAINT No. 31 OF 1960**

**IN**

**REFERENCE No. 1 OF 1960.**

**Shri Ashutosh Mukherjee, 5/2 Bir Ananta Ram Mandal Lane, Sinthi, Calcutta-2  
—Complainant.**

***Versus***

**The Hongkong & Shanghai Banking Corporation, 31 Dalhousie Square, Calcutta.  
—Respondent.**

**In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947, dated 3rd October 1960.**

## PRESENT:

The Honourable Shri Justice K. T. Desai, Presiding Officer, National Industrial Tribunal (Bank Disputes), Bombay-1.

## APPEARANCES:

Shri H. K. Sowani, Advocate, for the complainant.

Shri R. Setlur of M/s. Crawford Bayley & Co., Solicitors, for the Respondent-Bank.

INDUSTRY: Banking.

Bombay, dated 18th January 1961

## AWARD

1. Shri Ashutosh Mukherjee has filed a complaint under the provisions of section 33A of the Industrial Disputes Act, 1947, alleging that the Hongkong and Shanghai Banking Corporation had dismissed him from service and changed the service conditions of the complainant in violation of section 33 of the Industrial Disputes Act, 1947. He alleges that the bank had violated the principles of natural justice, indulged in unfair labour practice and arrived at perverse findings as a result of the enquiry held against Mukherjee. He has prayed for reinstatement with full arrears of pay and allowances for the entire period upto the date of resumption of duties without break in service and has asked for compensation.

2. The complaint is dated 3rd October 1960. Prior thereto on 1st September 1960 the Bank had filed an application under section 33(2)(b) of the Industrial Disputes Act, 1947, being Application No. 21 of 1960, against Mukherjee for approval of the decision of the Bank to dismiss Mukherjee. The complaint of Mukherjee being Complaint No. 31 of 1960 was heard along with the aforesaid Application No. 21 of 1960 filed by the Bank. I have set out the relevant facts and dealt with the various contentions urged before me in my Order given in connection with Application No. 21 of 1960, a copy whereof is hereto annexed, and have given my approval to the dismissal of Mukherjee by the Bank under the provisions of section 33(2)(b) of the Industrial Disputes Act, 1947.

3. Apart from the arguments that have been dealt with by me in the aforesaid Order, no other arguments have been advanced in support of the complaint. There has been no violation of the principles of natural justice. No argument has been advanced and no evidence has been led in connection with the plea of alleged unfair labour practice on behalf of the Bank. There is ample evidence on the record to justify the findings arrived at by the Enquiry Officer holding the complainant guilty of the charges levelled against him and the findings are in no sense perverse.

4. The complainant has been dismissed validly from service. There is no change in the service conditions of the complainant as alleged. There is no merit in the complaint and the same is dismissed.

KANTILAL T. DESAI,

Presiding Officer,  
National Industrial Tribunal  
(Bank Disputes), Bombay-1.

## ANNEXURE

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL (BANK DISPUTES)  
AT BOMBAY.

APPLICATION No. 21 of 1960

IN

REFERENCE No. 1 of 1960.

The Hongkong and Shanghai Banking Corporation, 31, Dalhousie Square,  
Calcutta—Applicant.

*Versus*

(1) Shri Ashutosh Mukherjee, 5/2, Bir Ananta Ram Mandal Lane, Sonthi,  
Calcutta-2.

(2) The workmen of the Hongkong and Shanghai Banking Corporation.—  
Opponents.

In the matter of an application under section 33(2)(b) of the Industrial Disputes Act, 1947, dated 25th August 1960.

PRESENT:

The Honourable Shri Justice K. T. Desai, Presiding Officer, National Industrial Tribunal (Bank Disputes), Bombay-1.

APPEARANCES:

Shri R. Setlur of M/s. Crawford Bayley and Company, Solicitors for the Applicant-Bank.

Shri H. K. Sowani, Advocate, for the Opponent No. 1.

INDUSTRY: Banking.

Bombay, dated 3rd December 1960

ORDER

1. The Hongkong and Shanghai Banking Corporation has filed this application for approval of the decision of the management of the Applicant-Bank to dismiss Ashutosh Mukherjee, the Opponent No. 1 herein, with effect from 25th August 1960. It is stated in the petition that Ashutosh Mukherjee was at the relevant time holding the post of a clerk-in-charge of the Clearing Department of the Applicant-Bank, which was a position of responsibility, trust and confidence. On 2nd August 1960 Mukherjee addressed a letter to the Accountant of the Bank, in which he stated that his younger brother was suffering from a serious type of typhoid for the previous four weeks and that he was bearing on till then the whole of the medical and allied expenses for his treatment. He applied for a loan of Rs. 300/- in order to save his brother from such a serious disease. On the morning of that day Mukherjee saw Shri J. W. L. Howard, Chief Accountant of the Bank and presented him with a letter. Howard refused to accept it, saying that if it was an application for a loan he was not going to sanction the same, when Mukherjee stated that his brother was on his death-bed. He was thereupon told that he should place the application before the officer in charge of his department. The letter was given to Shri Lanchester, who thereupon sent a note to Howard asking Howard whether he (Lanchester) could give Mukherjee a loan for his sick brother. Howard replied in the negative but stated that if the Bank's doctor could examine the person, he would reconsider the matter. Lanchester asked Lt. Col. S. M. Das, the Bank's Doctor, to visit the house of Mukherjee to examine Debtoosh, the brother of Mukherjee, and verify whether Debtoosh was suffering from "Meningeal with Typhoid Fever" as was stated in a medical certificate which had been produced by Mukherjee. According to Lt. Col. Das, Mukherjee then came to his chamber and told him that it was no use his visiting his (Mukherjee's) house as what he (Mukherjee) had reported to Shri Lanchester about the illness of his brother was false and that he (Mukherjee) in reality wanted some money from the Bank to complete the repair of an old Standard Car which he (Mukherjee) had purchased some time earlier and had partially repaired. Mukherjee offered some money to Lt. Col. Das as his fees so that he would not proceed to visit his (Mukherjee's) house. Later in the day Lt. Col. Das visited the house of Mukherjee accompanied by Munshi B. D. Yagnik. According to Lt. Col. Das, on arrival at the house he met one girl aged about 12 years at the gate of Mukherjee's house. Thinking that she was one of the relatives of Mukherjee he enquired about Debtoosh's illness. She replied that she was a neighbour, that Debtoosh was quite well, that she saw him every day going out, playing about and loitering about, that he was not ill and had just gone out in her presence. The doctor desired her to call one of the inmates of Mukherjee's house. Maya Mukherjee, the sister of Ashutosh and inmates of Mukherjee's house, came out of the house. On enquiries made by the doctor, she replied that Debtoosh was not ill and was perfectly alright. He questioned her whether Debtoosh had suffered of late from any kind of fever to which she replied in the negative. Ashutosh Mukherjee came to the house of Lt. Col. Das at night at about 10-30 p.m. and stayed there upto 12 o'clock entreating Lt. Col. Das not to give any adverse report against him (Mukherjee) and to save him (Mukherjee) from the awkward situation that had arisen.

2. On 3rd August, 1960, Lt. Col. Das was asked by Lanchester to see Debtoosh Mukherjee at the Chemist's shop of Messrs. Cooper & Co., at Waterloo Street. He went there and found one healthy well-built boy of good physique, aged about 18/19 years. He was perfectly alright and healthy and was not suffering from any illness.

3. On 5th August, 1960, the Manager of the Bank addressed a letter to Mukherjee requiring him to show cause why disciplinary action should not be taken against him in connection with the following charges:—

- “(a) That on 2nd August, 1960, you (Mukherjee) dishonestly attempted to obtain a loan of Rs. 300 from the Bank on the plea that you required the money to meet expenses allegedly incurred due to serious illness of your younger brother, which plea was found on investigation to be completely false and fabricated.
- (b) That, in the circumstances, you are guilty of an offence involving moral turpitude for which you are liable to conviction and sentence for the offence of attempt to cheat under sections 415, 420, 511 read with section 40 of the Indian Penal Code.
- (c) That your acts complained of above amount to acts prejudicial to the interests of the Bank and you are, therefore, guilty of gross misconduct.”

He was required to submit his written explanation and was informed that an enquiry would be held by Shri Lanchester on 10th August, 1960, when he was required to appear before Shri Lanchester and produce any evidence that he may wish to tender.

4. Mukherjee submitted a reply in writing. He appeared at the enquiry which held on 10th, 11th, 12th, 13th and 16th August, 1960. At the enquiry several witnesses were examined both on behalf of the Bank and on behalf of Mukherjee. After duly considering the oral as well as the documentary evidence produced at the enquiry, the Enquiry Officer came to the conclusion that Mukherjee was guilty of the charges levelled against him and that in view of the position of trust and confidence which Mukherjee was holding in the Bank it was not possible to retain him in the employment of the Bank and was of the view that Mukherjee should be dismissed from service. A further opportunity to show cause against the proposed punishment was given to Mukherjee and ultimately after giving Mukherjee a hearing it was decided that Mukherjee should be dismissed from the service of the Applicant-Bank.

5. On 25th August, 1960, the Manager of the Bank addressed a letter to Mukherjee informing him that it had been decided to dismiss him from service for gross misconduct and offence involving moral turpitude. It was stated in that letter that in accordance with section 33(2)(b) of the Industrial Disputes Act the Bank was remitting to Mukherjee by registered post one month's salary in addition to his other dues, making a total of Rs. 1512.94, and that an application was being filed before the National Tribunal. On the 25th August, 1960, the Manager of the Bank signed the present application under section 33(2)(b) at Calcutta. The same was received by this Tribunal on 1st September, 1960. On 29th August, 1960, the Manager of the Bank having previously received an application from Mukherjee in connection with the aforesaid matter, gave him a hearing and having considered the matter was unable to recommend any alteration to the decision of the Enquiry Officer. After the application was filed before this Tribunal, the Manager of the Bank addressed a letter to Mukherjee on 5th September, 1960, stating as follows:—

“Further to our letter, dated 25th August, this is to inform you that you are hereby dismissed from service in accordance with our decision communicated to you in our letter, dated 25th August.”

6. Mukherjee has filed a reply to the present application raising numerous contentions. It is contended that the application filed before me on 1st September, 1960, is not maintainable. It is alleged that Mukherjee was dismissed on 25th August, 1960, and that after such dismissal the application could not be filed under section 33(2)(b) of the Industrial Disputes Act, 1947. Reliance was placed in this connection upon the judgment of a Division Bench of the Bombay High Court reported in 1960(1) L.L.J., p. 440:

*Premier Automobiles Ltd. Vs. Ramchandra Bhimayya Polkam.*

The argument is based on the foundation that Mukherjee was dismissed on 25th August, 1960. The letter dated 25th August, 1960, addressed to Mukherjee merely states that it had been decided to dismiss Mukherjee from service and that an application was being filed before the National Tribunal with headquarters at Bombay. The letter of dismissal is dated 5th September, 1960, which in terms states that he was thereby dismissed from service in accordance with the decision.

communicated to Mukherjee in the letter, dated 25th August, 1960. Mukherjee has been dismissed on 5th September, 1960 and there is no basis for the contention urged before me.

7. It is next urged that there is a basic error of procedure in conducting the enquiry and reliance is placed upon paragraph 521 of the Sastry Award. It has been provided by paragraph 521(2) that when in the opinion of the management an employee has committed an offence involving moral turpitude for which the employee is liable to conviction and sentence under any provision of law, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted; and in such a case he may also be suspended. It is further provided that if he be convicted he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in sub-paragraph (5) thereof. It is also provided that if he be acquitted, it shall be open to the management to proceed against him under the provisions set out in sub-paragraphs (9) and (10) thereof. In the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months' pay and allowances in lieu of notice. There are further provisions in the case of an acquittal by reason of being given the benefit of doubt. By sub-paragraph (3) of paragraph 521 it is provided that if after steps have been taken to prosecute an employee, or to get him prosecuted, for an offence he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct" as defined in that paragraph; provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out in sub-paragraphs (9) and (10) relating to discharge. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as directed in sub-paragraph (2). It is urged that in the present case the charges levelled against Mukherjee in terms stated that he was guilty of an offence involving moral turpitude for which he was liable to be convicted under sections 415, 420, and 511 read with section 40 of the Indian Penal Code, that the bank was under an obligation to prosecute him or to get him prosecuted, that thereafter it could act in the manner provided in the said paragraph and that it had no right to proceed in the manner in which it had done. In my view, paragraph 521 of the Sastry Award does not impose an obligation upon the Bank to take any steps to prosecute a workman, who has been guilty of an offence under any law involving moral turpitude or to get him prosecuted. If a workman is prosecuted or if steps have been taken to prosecute him or get him prosecuted, the procedure laid down in sub-paragraph (2) of paragraph 521 of the Sastry Award is required to be followed. If the workman has not been prosecuted and no steps have been taken to prosecute the workman or get him prosecuted, there is no reason why the ordinary procedure in connection with cases where a workman is guilty of gross misconduct should not be followed. In the present case, Mukherjee has not been prosecuted and no steps have been taken to prosecute him or get him prosecuted and the Bank was entitled to and justified in adopting the procedure which it has done. The provisions of sub-paragraph (2) of paragraph 521 of the Sastry Award have no application to the facts of the present case.

8. It is next urged that the Enquiry Officer Shri Lanchester was biased against Mukherjee and that by reason thereof the proceedings are vitiated. The only grounds urged in support of this contention are (i) that the charge sheet, dated 5th August, 1960, bears the signature of Lanchester and (ii) that Lanchester had asked the Bank's doctor to go to the house of Mukherjee and see whether Mukherjee's brother was really ill. The charge-sheet bears the signature of Lanchester. He has, however, signed the same for the Manager of the Bank. Merely because he has signed that letter, he cannot be said to be biased against Mukherjee. As regards the second ground, on the Chief Accountant intimating to Lanchester that he would reconsider his decision in connection with the giving of the loan to Mukherjee if the Bank's doctor could examine the brother of Mukherjee, Lanchester had instructed Lt. Col. Das to examine Mukherjee's brother. From this it cannot be inferred that Lanchester was biased against Mukherjee. There are no circumstances which would disentitle Lanchester to act as the Enquiry Officer in connection with the charges levelled against Mukherjee.

9. It is next urged that the findings of the Enquiry Officer are perverse. There is no substance in this contention. There is overwhelming evidence to support the conclusion that Mukherjee was guilty of the misconduct with which he was charged. The Enquiry Officer was entitled to accept the evidence of Lt. Col. Das.

and other witnesses, which he has done. It is not necessary for me to examine and analyse the evidence in the case. Suffice it to say that there is ample evidence to support the findings of the Enquiry Officer and the findings given can in no sense be said to be perverse.

10. In the reply filed by Mukherjee he has alleged *mala fides* on behalf of the Bank. He has, however, not ventured to lead any evidence in support thereof. There is no substance in this contention.

11. The Bank has made out a proper and sufficient case for the approval of its action. I accordingly give my approval to the action of the Bank in dismissing Mukherjee, the first opponent herein.

KANTILAL T. DESAI,  
Presiding Officer,  
National Industrial Tribunal, (Bank Disputes), Bombay.

[No. 10(125)/60-LRII.]

S.O. 297--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the National Industrial Tribunal (Bank Disputes), Bombay, in the joint application dated 18th June 1960 of the Martandam Commercial Bank Ltd., Trivandrum and its workmen

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL (BANK DISPUTES) AT BOMBAY**

MISCELLANEOUS APPLICATION NO. 221 OF 1960

IN

REFERENCE NO. 1 OF 1960

The Martandam Commercial Bank Ltd.

Head Office, Trivandrum. .... *Applicant.*

*Versus*

1. The Workmen of the Martandam Commercial Bank Ltd.,
2. The All India Bank Employees' Association. .... *Opponents.*

Joint application dated the 18th June 1960 by the Martandam Commercial Bank Ltd., and all the workmen of the said Bank for a compromise Award in terms of the agreement attached thereto

PRESENT

The Honourable Shri Justice K. T. Desai, Presiding Officer, National Industrial Tribunal (Bank Disputes), Bombay.

APPEARANCES

Shri A. S. Asayekar, Advocate, for the *Applicant-Bank.*

Shri D. S. Nargolkar, Advocate, for the *All India Bank Employees Association.*

INDUSTRY: *Banking.*

*Bombay, the 10th January 1961.*

AWARD

1. The Martandam Commercial Bank Ltd., and all its workmen have made a joint application to this National Tribunal to make a compromise award in terms of the agreement mutually arrived at between the Bank and its workmen and to confine the adjudication of the dispute in Reference No. 1 of 1960 to Banks other than the Martandam Commercial Bank Ltd. The terms of the settlement have been set out in the application. Hereto annexed and marked Annexure 'A' is a copy of the terms of the said settlement.

2. Notice of the hearing of the application was served upon the Bank and its workmen and also upon the All India Bank Employees' Association, the All India Employees' Federation and the All Kerala Bank Employees Union.

3. The All India Bank Employees' Association filed a reply opposing the said application. It stated that it had been authorised by a section of the workmen

of the applicant Bank to appear on their behalf and annexed to its reply a statement signed by five of the employees of the Bank. It has been alleged in that statement that the Managing Director of the Bank was able to get the signatures of some of the employees of the Bank by the exercise of undue influence and coercion and as such the agreement was invalid and un-enforceable. It is further contended by the All India Bank Employees' Association that powers were vested in the National Tribunal to scrutinise and examine the terms of the agreement and that such scrutiny and examination was possible only in the context of whatever may be determined by the National Tribunal as the minimum for the industry.

4. Four out of the aforesaid five signatories have subsequently filed affidavits withdrawing their objection and have stated that the All India Bank Employees' Association had no longer any authority to represent them and have prayed that a compromise award may be passed, as prayed. It appears that the 5th employee has resigned from the service of the Bank.

5. No evidence of any sort has been led before me to show that the settlement has been arrived at as a result of undue influence or coercion.

6. It was argued that the settlement has not been registered as required under the rules. The word "settlement" has been defined in section 2(p) of the Industrial Disputes Act, 1947, as follows:—

"2(p). 'Settlement' means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to the appropriate Government and the conciliation officer".

Rule 53 of the Industrial Disputes (Central) Rules, 1957, provides as follows:

"58. (1) A settlement arrived at in the course of conciliation proceedings or otherwise, shall be in form 'H'.  
 (2) The settlement shall be signed by—  
 (a) in the case of an employer, by the employer himself, or by his authorised agent, or when the employer is an incorporated Company or other body corporate, by the agent, manager or other principal officer of the corporation;  
 (b) in the case of the workmen, by any officer of a trade union of the workmen or by five representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose.

*Explanation:—*In this rule 'Officer' means any of the following officers, namely:—

(a) the President; (b) the Vice President; (c) the Secretary (including the General Secretary); (d) a Joint Secretary; (e) any other officer of the trade union authorised in this behalf by the President and Secretary of the Union.  
 (3) Where a settlement is arrived at in the course of conciliation proceeding the conciliation officer shall send a report thereof to the Central Government together with a copy of the memorandum of settlement signed by the parties to the dispute.  
 (4) Where a settlement is arrived at between an employer and his workmen otherwise than in the course of conciliation proceeding before a Board of a Conciliation Officer, the parties to the settlement shall jointly send a copy thereof to the Central Government, the Chief Labour Commissioner (Central), New Delhi, and the Regional Labour Commissioner (Central) and to the Conciliation Officer (Central) concerned".

Since the date of the application these provisions have in fact been complied with and the technical objection raised in that connection must fail.

7. It was urged by Shri Nargolkar on behalf of the All India Bank Employees' Association that I have no jurisdiction to record the settlement when the matters have been referred to me under the provisions of section 10(1A) of the Industrial Disputes Act, 1947. He urged that the Central Government had power under the provisions of sub-section (1A) of section 10 to refer a matter to a National

Tribunal when it was of opinion that any industrial dispute existed or was apprehended and the dispute involved any question of national importance or was of such a nature that industrial establishments situated in more than one State were likely to be interested in, or affected by, such dispute. He contended that the object of such reference was standardisation of wages and that it was not open to any of the parties to enter into a settlement once a reference has been made. It was urged that the object of the legislature would be defeated by the settlements of the kind propounded before me, which have been arrived at after the Reference has been made by the Central Government, if the same were recognised. By the Industrial Disputes (Amendment and Miscellaneous Provisions) Act, 1956 (36 of 1956) the provisions of section 18(1) have been inserted whereunder it has been expressly provided that a settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement. By the same amending Act the words "arrived at in the course of a conciliation proceeding under this Act" were omitted from section 19(1) of the Act, with the result that the present section 19(1) reads as follows:—

"19(1). A settlement shall come into operation on such date as is agreed upon by the parties to the dispute, and if no date is agreed upon, on the date on which the memorandum of the settlement is signed by the parties to the dispute".

The Industrial Disputes Act, 1947, as amended, clearly recognises a settlement arrived at otherwise than in the course of a conciliation proceeding. The settlement before me has been arrived at otherwise than in the course of a conciliation proceeding. These provisions show that a settlement may be arrived at at any time even after a Reference has been made to a National Tribunal. If that settlement is a lawful settlement, there is no reason why effect should not be given to it and why an award should not be made in terms thereof.

8. It was urged by Shri Nargolkar that even though a settlement may be valid and binding as a settlement, no award should be made in terms thereof. He says that under the provisions of section 18(3) it is provided that an award of a National Tribunal which has become enforceable shall be binding not merely on the parties to the industrial dispute, but where a party is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part. I do not see any reason why if a lawful settlement is arrived at between the employer and all the workmen employed by him, an award should not be passed in terms of such settlement.

9. In the result, I record the settlement arrived at between the Martandam Commercial Bank Ltd., and its workmen and make an award in terms thereof.

KANTILAL T. DESAI,  
Presiding Officer,  
National Industrial Tribunal,  
(Bank Disputes), Bombay-1.

ANNEXURE "A"  
Terms of Settlement

The terms and conditions of this settlement will be binding on the employer and the workmen for five years from 1-1-1960. The terms and conditions of this settlement will also be binding on the workmen that may be employed by the employer in future till 1-1-1965.

Issue 1.

Categorisation of Banks and areas for the purpose of this adjudication.

Service conditions of the Workmen to be same at all branches.

Issues 2 and 3.

Scales of pay; method of adjustment in the scales of pay; Dearness allowance with particular reference to the question whether any part of the existing dearness allowance should be absorbed in the basic pay.

The scales of pay and method of adjustment in the scales of pay agreed to are as follows:

As from 1-1-1960 the following are the scales of pay for the clerical and subordinate staff of the Bank.

Clerks. 45—3—63—4—79—5—94—6—106—7—134—8—158—9—176.

Subordinates. 25—2—53—1—62.

A dearness allowance at the following rate shall be given.

Clerks. Rs. 23/- per mensem.

Subordinates Rs. 15/- per mensem.

Provided that the dearness allowance payable to subordinates below the age of 18 years and appointed as boy peons or chokras shall continue at the rate of Rs. 10/- per mensem, for a period of 4 years from the date of employment or till the date of their completing the age of 18 years whichever is earlier.

Rules for adjusting the salaries of existing staff and fitting them into the new scales.

(a) The total emoluments which an employee is getting on 31-12-1959 shall not be reduced in any case.

(b) Employees who have not completed two years of service on 31-12-1959 will not be entitled to any weightage.

(c) Employees who have completed two years of service or more on 31-12-1959 will be entitled to weightage at the rate of Re. 1/- for every completed year of service subject to a maximum of Rs. 12/- to cover 12 years of service.

(d) After adding the amount due on account of weightage at the above rate to the starting pay fixed, the employees must be fitted into the next immediate stage in the scale if the amount arrived at after adjustment of weightage does not fall in any stage of the new scale.

(e) The annual increment due to an employee shall not be withheld for the reason of having implemented the new scale.

(f) If an employee is receiving a higher rate of basic pay than what would have been due when the minimum pay with weightage is implemented and at the same time is receiving less than Rs. 25/- as the dearness allowance, such employees should be given cash benefit in the dearness allowance by increasing it to Rs. 25/- and the same should not be adjusted towards basic pay. But in the case of an employee receiving a consolidated pay (i.e. without any distinction of basic pay and dearness allowance) an amount of Rs. 25/- should be first treated as dearness allowance and the balance as part of basic pay.

But if the pay of any members of the clerical staff as on 31st December 1959 is in excess of the starting pay with weightage plus a sum of Rs. 9/- the required amount from such excess may be adjusted towards the Dearness allowance to raise it to the minimum if the Dearness allowance drawn by him on the above date is below the recommended rate viz. Rs. 25/-.

Similarly, if the amount of Dearness allowance drawn by an employee on 31st December 1959 is above Rs. 35/- the excess amount over Rs. 35/- may be adjusted towards basic pay to raise the basic pay to the starting basic pay including weightage.

#### Example

An employee having 12 years of service is drawing Rs. 70/- as basic pay and Rs. 20/- as dearness allowance on 31st December 1959.

The adjustments to be made are as follows:—

Starting basic pay	Rs. 45/-
Weightage	Rs. 12/-
Marginal amount.	Rs. 9/-

Rs. 66/-

In this case a sum of Rs. 4/- may be adjusted towards the deficit in dearness allowance and his starting pay and allowance will be as follows.—

Basic pay Rs. 45 plus 12 plus 9	Rs. 66/-
Dearness allowance	Rs. 25/-
Total.	Rs. 91/-

The same principle shall be adopted in the case of subordinate staff also with the difference that the marginal amount which is in addition to the minimum basic pay will be Rs. 6/- instead of Rs. 9/- fixed for clerical staff and that the amount of maximum dearness allowance over which the adjustments can be done towards basic pay will be Rs. 21/- instead of Rs. 35/- fixed for clerical staff.

As for the question of absorbing any part of the existing D.A. in the basic pay it is agreed by the employees that no such adjustment need be made during the period of this agreement.

#### Issue 4.

House rent and other allowances, including travelling and halting allowances and leave fare concessions.

##### *Travelling allowance and halting allowance*

###### *Employees on transfer*

An employee who is not a member of the Subordinate staff transferred from one station to another shall be paid his travelling allowance on the following basis.

1. One and a half second class fares by rail or boat for himself and further second class fares for his family if taken along with him.
2. Third class fare by rail or boat for one servant if taken.
3. The cost actually incurred in transferring his personal effects in Railway mounds at goods rate as follows:—

Range of total emoluments.	Married.	Unmarried.
Rs. 200 and above.	20	15
Below Rs. 200/-	15	12

4. Any other expenditure unavoidably incurred such as packing, crating, Jatka or Rikshaw hire etc. established to the satisfaction of the sanctioning authority and subject to any rules made by the bank in this behalf.

An employee who is a member of the subordinate staff shall for similar journeys be paid as follows:—

1. One and a half third class fare by rail or boat for himself and further third class fares for his family if taken.
2. The cost actually incurred in transferring his personal property up to a maximum of ten Railway mounds at goods rate in the case of a married employee and five railway mounds in other cases.
3. Actual expenses incurred on cartage, portage, etc. established to the satisfaction of the sanctioning authority.

Where the place to which or from which an employee is transferred is not connected or partly connected by railway or boat, he shall be entitled to get for himself and his family road mileage at the rate of two annas a mile. The rate is per head both for the clerical and subordinate staff.

In respect of personal property carried up to the limits specified above to and from the place of transfer the employee shall be entitled to the actual expenses incurred by him in transporting the same through an "out agency" if available. In other cases he shall be entitled to the actual cost of transporting the same through an authorised transport company.

NOTE. (1) Family means an employee's wife and children ordinarily residing with and wholly dependent on him.

(2) When for any reason the family of an employee does not travel with him but joins with him within a period of six months from the date of his transfer, an employee shall be entitled to draw the further fares and the cost of transporting luggage payable for the family subject to the limit fixed in the preceding paragraphs.

(3) Where the family in consequence of transfer travels from a place other than that from which an employee is transferred, an employee may draw the actual travelling expenses incurred by his family to join the employee at the new station but the amount so drawn shall not exceed the travelling allowance admissible to the employee where the employee's family stationed at the place whence the employee was transferred.

(4) If the family of an employee in consequence of transfer travels to a station other than that to which the employee is transferred an employee may draw travelling allowance expenses for his family but subject to the condition that the amount so drawn shall not exceed the travelling allowance admissible to the employee had the family proceeded to the station to which the employee was transferred.

#### *Employees on tour.*

In the case of journey by rail or boat other than on transfer where an employee has to travel for inspection or other duty in the interests of the bank, an employee who is not a member of the subordinate staff shall be paid his travelling expenses on the following basis.

1. One second class fare to and fro for himself by rail or boat.
2. One third class fare by rail or boat to and fro for his servant, if taken, where the period of stay away from headquarters exceeds thirty days.
3. The actual cost, if any, for freight of his personal belongings.
4. Any other expenditure unavoidably incurred such Jatka, masdoor hire etc. established to the satisfaction of the sanctioning authority and subject to any rule made by the bank in this behalf.

An employee of the subordinate staff shall be entitled to one third class fare to and fro for himself by rail or boat, Clause (3) and (4) *supra* would equally apply to him also.

In respect of journeys performed between places not connected or partly connected by railway or boat an employee shall be entitled to claim road mileage at the rate of two annas a mile whether he is a member of the subordinate or non-subordinate staff.

5. An employee shall be entitled to draw the actual expenditure incurred by him for transporting his personal property irrespective of the mode of conveyance engaged by him provided he does not exceed the maximum admissible to him for the transport of personal property by goods train.

#### *General.*

1. Where an employee travels by a class lower than one allowed to him he shall be entitled to claim travelling allowance only at the rate actually paid. The sanctioning authority may, however, pay on the scale allowed where they are satisfied that travel by a lower class is unavoidable and due to circumstances beyond the control of the employee.

2. All claims should be supported by a certificate from the employee concerned.
3. The claim for journeys can ordinarily be only for the shortest routes.

#### *Halting Allowance.*

1. Scales of halting allowance shall be as follows:—

	Rs. nP.
Subordinate staff . . . . .	1.75 per day
Employees who are not members of the subordinate staff drawing a pay under Rs. 100. . . . .	2.00 , , ,
Rs. 100 to Rs. 149 (inclusive) . . . . .	3.00 , , ,
Rs. 150 to 199 (inclusive) . . . . .	4.00 , , ,
Rs. 200 and above. . . . .	5.00 , , ,

Pay means basic pay, officiating and special allowance, if any.

2. For the purpose of halting allowance "a day" shall mean each period of 24 hours or any part thereof reckoned from the time the employee leaves his headquarters, provided the duration of absence, from headquarters covers at least one night.

3. Halting allowance is payable in addition to the class of fare to and fro to which the employee is entitled for travel as on tour.

4. *Journeys completed in the same day.*—Whereas the work entrusted to an employee of the clerical grade is such that it does not involve night stay and enables him to return to headquarters the same day the employee shall be entitled to a single second class fare to and fro himself. An employee of the subordinate cadre shall get only third class fare to and fro. In addition employees will be entitled to get batta at one half of the rates fixed above according as he belongs to the clerical or subordinate staff.

With regard to house rent allowance the employees do not raise the said demand for the period of this agreement.

#### Issue 5.

Provident fund, including the rate of contribution and the rate of interest.

#### A provident fund scheme.

A provident fund scheme, which confers a retiring benefit to employees is now a common feature of all well established commercial and Industrial concerns. To some extent it is part of the wage structure.

The bank shall therefore bring into existence a fund for providing provident fund to its employees. The constitution and working of the scheme shall be in conformity with the following rules, viz.

(i) The provident fund should obtain recognition under the Indian Income Tax Act, 1922, and for this purpose the rules for the fund should not be contrary to any rules laid down under the Indian Income Tax Act. If the bank for reasons of its own does not choose to get the Provident Fund recognised under the provisions of the Indian Income Tax Act the burden of the Income-tax to the extent to which the employees would not have to bear if the fund were a recognised fund must be borne by the bank and not passed on to the employees.

(ii) All whole time employees of the bank other than personal or domestic servants, should be allowed the benefit of the fund as and from the date of confirmation in service. For the existing employees the benefits of provident fund shall take effect from 1st January, 1960.

(iii) There should be no minimum amount of salary or remuneration fixed for any employee to become eligible to join the Provident Fund.

(iv) Every eligible employee shall be required to subscribe to the fund in accordance with the rules.

(v) Every subscriber shall subscribe monthly to the fund as long as he is in service. The amount of subscription shall be 6½% of the pay received by the employees. Pay means basic pay, special allowance and officiating allowance if any.

(vi) The rules should provide for every subscriber to the fund nominating a person or persons either belonging to the subscriber's family or dependent on him to receive the amount that may stand to the credit of his fund in the event of his death occurring before the amount has become payable or before he has actually received the amount himself.

(vii) Each subscriber shall be given a pass book in which shall be entered the amounts to his credit made up of his contribution and the bank's contribution and the interest earned on the total moneys in his account. The advances taken if any and the repayments made should also be entered therein. The subscription due from each subscriber shall be realised by monthly deductions from his emoluments.

(viii) The bank shall make a monthly contribution to the account of each subscriber equal to the amount subscribed by the employee and such contribution shall be credited to the fund not later than fifteen days after the subscription is deducted from his emoluments.

(ix) The fund shall be administered by a Board of Trustees on which the employees also should have representation to the extent of  $\frac{1}{4}$ th of the total strength of the Board.

The choice of employee trustees of the Board shall be so devised that some one stationed at the place where the fund is kept and likely to command the confidence of the majority of the employee members of the fund is appointed as their trustee representative.

(x) Moneys of the fund not immediately required for purposes of the fund shall be invested by the Board in any securities for the time being authorised under the provisions of the appropriate laws in force. Compound interest with half yearly rests will be allowed. Interest earned on the moneys of the fund shall be credited to the account of the individual subscriber. The Bank however shall have the liberty to contribute other amounts at its discretion.

(xi) Withdrawals from the fund and deposits thereto shall be governed by the rules relating to such matters framed under the Indian Income Tax Act, 1922 as conditions for recognition of Provident Fund under Section 58(C) of the Act.

(xii) If a subscriber dies or for other reasons ceases to be a subscriber the amount standing to his credit in the Fund including the interest up to date shall become payable to him or his nominee, subject to any withdrawals made under Rule (xi).

(xiii) Any amount due from the fund shall cease to bear interest after three months from the date on which the amount due became payable.

(xiv) Payments under rule (xii) to the employee or his nominees in the event of his death, shall be made within one month of the date on which they fall due. In the case of death of an employee who has no subsisting nomination, it shall be competent for the Board to pay the amount due to the natural heir or heirs of the deceased employee provided the Board is satisfied as to the heirship of the claimant or claimants.

(xv) (i) Subject to the provisions of sub rule (ii) no deduction shall be made from the amount standing to the credit of the subscriber when final payment is made to him or his nominees except as otherwise provided for in the scheme.

(ii) (a) A subscriber who has put in ten years of service and over shall be paid the full amount of the bank's contribution with interest.

(b) Those who have served five years or more but less than ten years shall be entitled to the Bank's contribution at the rate of ten per cent of such contribution with interest for each completed year of service.

(c) Those who have served less than five years shall not be entitled to any portion of the Bank's contribution or interest on it.

(xvi) There shall be no forfeiture of any amount due to an employee under this scheme excepting in the case where he is dismissed for misconduct causing financial loss to the employer and in such cases limited only to the extent of such financial loss.

#### Issue 6.

Pension and gratuity.

#### Gratuity Scheme.

The Bank shall establish a scheme for providing gratuity benefit to its employees who are on its rolls on 1st January 1960, and after. The constitution and working of the scheme shall be on lines indicated below.

1. On the death of an employee while in service of the bank, one month's pay for each completed year of service subject to a maximum of six months pay should be paid to his heirs, executors, assignees or nominees.

2. On an employee becoming physically or mentally incapable of further service or on termination of his service by the Bank gratuity at the same rate as above.

3. On voluntary retirement or resignation of an employee after ten years continuous service, gratuity at the same rate as above.

Where an employee has put in service of over thirty years he should be paid an extra amount at the rate of an additional half a month's pay for each completed

year of service beyond thirty years. To that extent the maximum provided in his case will be increased.

Length of service, shall be calculated as the total period from the day of initial appointment (whether permanent, temporary or on probation) in the bank to the day of retirement from bank's service.

The pay for purposes of calculating the gratuity, shall be the average of the basic pay and special allowance and officiating allowance payable during the twelve months next preceding death, disability retirement, resignation or termination of services, as the case may be. The Bank will have the liberty to grant gratuity in excess of the scale set out above in its discretion.

The question of pension does not arise in view of the short age of the institution and the employees do not raise this as a demand.

#### Issue 7.

##### *Leave rules.*

All members of clerical and subordinate staff of the Bank, shall be entitled to privilege leave, casual leave, quarantine leave, sick leave and maternity leave with pay and allowance and Extraordinary leave without pay and allowance as hereinafter provided for.

The Bank shall adopt from 1st January 1960 the following rules for the purpose of granting leave to its employees.

1. An employee who desires to obtain leave of absence, other than casual leave, shall apply in writing to the Manager or any other Officer appointed for the purpose. Such application for leave shall be made not less than one month before the date from which the leave is to commence except in urgent cases, or unforeseen circumstances, including illness when it is not possible to do so. The Manager or the Officer empowered in this behalf shall issue orders on such application as soon as practicable and in case of an urgent nature immediately. If the leave asked for is granted an order showing the date of commencement of the leave and the date on which the employee will have to resume duty shall be issued to the employee.

2. If an employee after proceeding on leave desires an extension thereof, he shall make an application in writing to the Manager or other officer appointed for the purpose. Such application shall state the full postal and telegraphic address of the employee and shall be made in sufficient time to enable the management to consider the application and send a reply to him before the expiry of the leave desired to be extended. A written reply either of the grant or refusal of extension shall be sent to the employee at the address given by him if such reply is likely to reach him before the expiry of the leave originally granted to him.

3. If leave is refused or postponed, the reasons for the refusal or postponement as the case may be shall be mentioned in the order and a copy of the order given to the applicant.

4. No leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned.

5. Leave of all kinds cannot be claimed as of right. When the exigencies of the service so require, discretion to refuse or revoke leave of any description is reserved to the authority granting it, and an employee already on leave may be recalled by that authority when it considers this necessary in the interests of the service.

6. Gazetted holidays (that is Bank holidays under the Negotiable Instruments Act) other than Sundays shall not be prefixed or affixed to any leave without the sanction of the competent authority having been first obtained. An employee who overstays his leave (except under circumstances beyond his control for which he must tender a satisfactory explanation) shall not be paid his pay and allowance, officiating and special allowance, if any for the period he overstays and shall further render himself liable to such disciplinary action as the management may think fit to impose.

7. Leave earned by an employee lapses on the date on which he ceases to be in service. Where an employee's services are terminated owing to retrenchment he shall be paid his pay and allowances for the period of privilege leave at his credit.

8. Unless he is permitted to do so by the authority which granted his leave an employee on leave may not return to duty more than fourteen days before the expiry of the period of leave granted to him.

9. The first day of an employee's leave is the working day succeeding that upon which he makes over charge. The last day of an employee's leave is the working day preceding that upon which he reports his return to duty.

10. An employee shall before proceeding on leave intimate to the competent authority his address while on leave and shall keep the said authority informed of any change in the address previously furnished.

11. An employee on leave shall unless otherwise instructed to the contrary return for duty to the place at which he was last stationed.

12. The competent authority may require an employee who has availed himself of leave for reasons of health to produce a medical certificate of fitness before he resumes duty even though such leave was not actually granted on a medical certificate.

13. Leave may not be granted to an employee under suspension or against whom proceedings are pending.

14. Employees on privilege, sick, maternity or quarantine leave shall be entitled to allowances.

#### *Privilege leave.*

The amount of privilege leave earned shall be 3/4 of a month for each completed period of 11 $\frac{1}{2}$  months of service. Privilege leave will be cumulative up to a maximum of three months.

If leave applied for by a workman has been refused, such workmen will be entitled to accumulate leave in excess of the maximum of three months prescribed up to the date from which leave has been applied for or the date on which the Bank has agreed in writing to grant him leave whichever is earlier.

The privilege leave due to an employee is the period which he has earned diminished by the period of leave actually taken.

#### *Leave Salary.*

An employee on privilege leave shall draw a leave pay at the rate of his pay and allowance in the month he proceeds on leave.

#### *Casual, Quarantine, sick, Extraordinary and Maternity leave. Casual leave.*

An employee shall be entitled to casual leave up to a maximum of twelve days in each calendar year provided that not more than four days may be taken continuously and provided that gazetted and public holidays and Sundays may not be combined with such leave in such a way as to increase the absence at any one time beyond six days but if extended beyond these limits it shall be treated as privilege leave in respect of the entire period. Casual leave may not be granted in combination with any other leave.

Casual leave shall be non-cumulative. Ordinarily the previous permission of the sanctioning authority shall be obtained before taking such leave. When this is not possible the said authority shall as soon as practicable be informed in writing or if writing is not possible orally or through any persons, of the employee's absence from work, reason thereof and of the probable duration of such absence. An employee on casual leave shall be entitled to pay and allowances as if he was on duty.

Casual leave is only intended to meet special or unforeseen circumstances for which provisions cannot be made by exact rules. Gazetted and public holidays except Saturdays and Sundays shall not be suffixed or prefixed to casual leave without the previous permission of the officer granting such leave.

#### *Quarantine leave.*

In case an employee is absent from duty on account of quarantine, the Bank may at the request of the employee, treat such absence up to a maximum of three months as privilege or sick leave if such leave is otherwise permissible.

#### *Sick leave.*

During the full period of his service an employee shall be granted sick leave on medical certificate at the rate of one month for each year of service, for a period not exceeding twelve months and the Manager, or other officer appointed for the

purpose may grant additional sick leave, if considered advisable in the Bank's interest in special cases. The medical certificate should be from registered medical practitioner or from any one acceptable to the Bank.

Since leave shall be on half average pay which shall be reduced to one quarter of average pay after twelve months if sick leave beyond the total eligible period is granted.

Provided that where an employee has served the Bank for at least a period of five years he may if he so requests be permitted to avail himself of sick leave on full pay up to a maximum period of six months during the full period of his service, such leave on full pay being entered as twice the amount of leave taken in his sick leave account.

#### *Extraordinary leave.*

Extraordinary leave may be granted to an employee when no ordinary leave is due to him. Except in exceptional circumstances, the duration of extraordinary leave shall not exceed three months on any one occasion and twelve months during the entire period of an employee's service.

A competent authority may grant extraordinary leave in combination with or in continuation of leave of any other kind admissible to the employee.

No pay and allowance are admissible during the period of extraordinary leave and the period spent on such leave shall not count increments.

Provided that in cases where the sanctioning authority is satisfied that the leave was taken on account of illness or for any other cause beyond the control of the employee, it may direct that the period of extraordinary leave may count for increments.

#### *Maternity leave.*

Maternity leave shall be granted to a female employee of the Bank for a period not exceeding three months on any one occasion and twelve months during the entire period of an employee's service.

During the period of maternity leave, the pay and allowance payable to the employee shall be at the rate payable to her at the time when she entered on leave.

A competent authority may grant leave of any other kind admissible to the employee in combination with or in continuation of maternity leave if the request for its grant is supported by sufficient medical certificate.

#### *Issue 8.*

##### *Hours of work and overtime.*

1. For the clerical staff the actual hours of work exclusive of recess period on week days (excluding Saturdays) shall not exceed 7 hours a week day and 4½ hours on Saturdays.

2. There shall be a recess for lunch which shall not be less than half an hour and not more than an hour subject however to the requirements of any statutory provisions like the Shops and Establishments Act. Primarily it will be for the employees to decide the actual length of recess within the limits fixed and a majority decision of the employees in any branch or establishment shall be adopted in case of a difference of opinion with the management.

3. Bank can ask the employees to do overtime work beyond these stated hours but subject to a maximum of 90 hours in any calendar year. With the consent of the employees such period may extend to 120 hours. Normally such period of overtime work shall not exceed two hours on any working day without the written consent of the employees except in cases falling under clause (6) *infra*.

4. For the first half an hour of overtime work, there shall be no payment and for every completed 15 minutes work thereafter the employees will be paid at the rates given below.

5. For the purpose of calculating payment of overtime work, each working day shall be taken as a distinct unit by itself.

6. For work done during public holidays, declared as such for half-yearly or yearly closing of Bank accounts, overtime payment, if any shall be only for hours of actual work exceeding 7 hours if it is a week day or 4½ hours if it is a Saturday. For other holidays during which overtime work is asked to be done payment shall be made for the whole period of such work.

7. These shall apply to the subordinate staff also with the modification that they will be required to attend duty half an hour earlier and stay half an hour later than the normal working hours fixed for the clerical staff.

8. Part-time employees, as well as watch and ward staff, employees engaged in domestic services, gardeners, sweepers, godown keepers, solely engaged for that work are excluded from the above rules.

9. The provisions of the shops and Establishments Act in force which are or may be made applicable to banks subject to such exemptions as have been provided for therein shall of course govern the employers and employees of the Bank.

Overtime wages shall be paid at the rate of one and a half times the emoluments made up of a basic pay special allowances provided for higher or special types of work, officiating allowances and dearness allowance. There should be no payment for work during the first half hour immediately after the close of the normal working hours. Overtime payment will therefore be only for every completed period of 15 minutes after the first half hour is over.

In the instance of an employee having to do overtime work as a result of his own mistake or negligence shall not have the right to get overtime allowance for such work.

#### Issue 9.

##### *Medical Aid and expenses.*

A trust fund shall be established for the purpose of providing Medical aid to the employees. The Bank shall contribute at the rate of Rs. 10/- to this fund per employee every year. The fund shall be administered by a committee consisting of the representatives of the employees (including officers) and the management, a majority of the members being representatives of employees. The fund shall be administered as per the necessary rules to be framed for the purpose.

#### Issue 10.

*Cash deposits, fidelity bonds and other securities to be furnished by the staff.*—The question is not raised by the Bank or the workmen.

#### Issue 11.

*Uniforms and Liveries.*—The employees do not raise any demand regarding this.

#### Issue 12.

*Need for maintenance of seniority lists.*—It is being maintained.

#### Issue 13.

*Age of retirement.*—An employee who has reached the age of 55 years may be retired after giving him two months notice in writing in case his efficiency is found by the employer to have been impaired. Subject to this rule the employee should not be compelled to retire before he is 58 years old.

#### Issue 14.

*Categories of workmen to whom the award of the Tribunal should be applicable.*—Does not arise.

#### Issue 15.

*Subsistence allowance during period of suspension.*—An employee under suspension shall be paid subsistence allowance at the following rates.

1. For the first three months one third of the pay and allowance which the employee would have got but for the suspension.

2. Thereafter, where the enquiry is departmental by the Bank one half of the pay and allowances for the succeeding months. Where the enquiry is by an outside agency, one third of the pay and allowances for the next three months and thereafter one half for the succeeding months until the enquiry is over.

#### Issue 16.

*Procedure for termination of employment and taking other disciplinary action.*—Under the subject of disciplinary action, dismissal, suspension warning or censure, fine, the making of adverse remarks and the stoppage of an increment are dealt with hereunder.

A person against whom disciplinary action is proposed likely to be taken should in the first instance, be informed of the particulars of the charge against him; he should have a proper opportunity to give his explanation as to such particulars. Final orders should be passed after due consideration of all the relevant facts and circumstances.

1. By the expression "Offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of law.

2. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the Bank may take steps to prosecute him or get him prosecuted, and in such a case he may also be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in sub-paragraph (5) below:

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in sub-paragraphs (9) and (10) *infra* relating to discharges. However in the event of the management deciding after enquiry not to continue him in service he shall be liable only for termination of service with three months' pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay, and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper and the period of his absence shall not be treated as a period spent on duty unless the management so directs.

(d) If he prefers an appeal or revision application against his conviction and he is acquitted in case he had already been dealt with as above, and he applied to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in sub-paragraphs (9) and (10) *infra* relating to discharge and the provisions set out above as to pay, allowances and the period of suspension will apply, the period up to date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding after enquiry, not to continue him in service, the employee shall be liable only for termination with three months' pay and allowances in lieu of notice as directed above.

3. If after steps have been taken to prosecute an employee or to get him prosecuted for an offence he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct" as defined below, provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution, it shall be open to the management to proceed against the employee under the provisions set forth below in sub-paragraphs (9) and (10) *infra* relating to discharge, but he shall be deemed to have been on duty during the period of suspension if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding after the enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as stated in sub-paragraph (2) *supra*. If within the pendency of the proceedings thus instituted he is put on trial, such proceedings shall be stayed pending the completion of the trial after which the provisions mentioned in sub-paragraph (2) above shall apply.

4. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee.

(a) Engaging in any trade or business outside the scope of his duties except with the permission of the bank.

(b) Unauthorised disclosure of information regarding the affairs of the Bank or any of its customers or any other persons connected with the business of the Bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank.

(c) Drunkenness or riotous or disorderly or indecent behaviour on the premises of the Bank.

(d) Wilful damage or attempt to cause damage to the property of the Bank or any of its customers.

(e) Wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior.

(f) Habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warning have been administered or an adverse remark has been entered against him.

(g) Wilful slowing down in performance of work.

(h) Gambling or betting on the premises of the bank.

(i) Speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons.

(j) Doing any act prejudicial to the interests of the Bank or gross negligence or negligence involving or likely to involve the bank in serious loss.

(k) Giving or taking a bribe or illegal gratification from a customer or an employee of the Bank.

(l) Abetment or instigation of any of the acts or commissions above mentioned.

5. An employee found guilty of "gross misconduct" may

- be dismissed without notice or
- be warned, censured or have an adverse remark entered against him or
- be fined or
- have his increment stopped or
- have his misconduct condoned and be merely discharged.

6. By the expression "minor misconduct" shall be meant any of the following acts and commissions on the part of the employee.

- absence without leave or overstaying sanctioned leave without sufficient grounds.
- unpunctual or irregular attendance.
- neglect of work, negligence in performing duties.
- breach of any rule of business of the bank or instruction for the running of any department.
- committing nuisance on the premises of the Bank.
- entering or leaving the premises of the Bank except by an entrance provided for the purpose.
- attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rules or law for the time being in force.
- holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with any rule or law for the time being in force.
- Canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force.
- falling to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank unseemly or unsatisfactory behaviour while in duty.
- marked disregard of ordinary requirements of decency and cleanliness in person or dress.
- incurring debts to an extent considered by the management as excessive.

7. An employee found guilty of minor misconduct may

- be warned or censured or
- have an adverse remark entered against him or
- have his increment stopped for a period not longer than six months.

8. In all cases in which action under paragraphs (3) (5) or (7) may be taken the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered by the said employee, the finding or findings with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible, and such record of the proceedings shall be signed by the Officer who holds them.

9. When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.

10. The procedure in such cases shall be as follows:—

- (a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge sheet clearly setting forth circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the Officer conducting the enquiry to cross-examine any witness on whose evidence the charge rests and to examine witnesses and produce other evidence in his defence. He shall also be permitted to be defended by a representative of a registered Union of bank employees or with the banks permission by a lawyer. He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.
- (b) Pending such enquiry, he may be suspended but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension may at the discretion of the management be treated as on duty with the right to a corresponding portion of the wages, allowances etc.
- (c) In awarding punishment by way of disciplinary action, the authority concerned shall take into account the gravity of the misconduct, the previous record, if any of the employee and any other aggravation or extenuating circumstances that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

#### PROCEDURE FOR TERMINATION OF EMPLOYMENT

The following is the procedure in the matter of termination of employment.

1. In cases not involving disciplinary action for misconduct and subject to the clause (6) below the employment of a permanent employee may be terminated by three months notice or on payment of three months pay and allowance in lieu of notice. The services of a probationer may be terminated by one months notice or on payment of a month's pay and allowance in lieu of notice.

2. A permanent employee desirous of leaving the service of the bank shall give one month's notice in writing to the Manager. A probationer desirous of leaving service shall give 14 days notice in writing to the Manager. A permanent employee or a probationer shall when he leaves service, be given an order of relief signed by the Manager.

If any permanent employee leaves the service of the bank without giving notice, he shall be liable to pay the bank one months pay and allowance. A probationer if he leaves service without giving notice shall be liable for 14 days pay and allowance.

4. The services of any employee other than a permanent employee or probationer may be terminated and he may leave service after 14 days notice. If such

an employee leaves service without giving such notice, he shall be liable for a week's pay (including all allowances).

5. An order relating to discharge or termination of service shall be in writing and shall be signed by the Manager. A copy of such order shall be supplied to the employee concerned.

6. In case of contemplated closing down or of retrenchment of more than five employees the following procedure shall be observed.

- (a) two months notice of such proposed action shall be given individually to all the employees concerned with a statement of the reasons for such proposed action.
- (b) The Manager or an officer empowered in this behalf shall within the period of such notice hear any representation from the employee concerned or any registered Union of Bank employees.
- (c) after the hearing of such representation and the receipt of a report in the matter, if necessary by the management, if it decides to give effect to the contemplated closing down or retrenchment in the original or an amended form, the services of the employees may be terminated by giving notice or payment in lieu thereof for the periods prescribed above.

#### PRINCIPLE AND COMPENSATION IN CASE OF RETRENCHMENT

It is now well settled that in cases where the services of an employee are terminated on grounds of retrenchment some compensation should be payable to him by way of equitable relief. The principle behind it is that the workman is not responsible in any way for the loss of his employment. Even where retrenchment is forced upon the management by reason of circumstances beyond its control it is but just that they should give compensation for involuntary unemployment of their employees when they have had the benefit of their services in the past. This is now so well established that it has come to be regarded as more or less a self evident principle.

It is already stated that gratuity be given in the case of termination of the services of the workman who has put in 10 years service and more. For other cases, compensation shall be paid on the following scale.

1. Temporary employees who are engaged for indefinite periods shall be entitled to one month's pay and allowance. Where however temporary employees are engaged for definite periods which have been mentioned in their appointment letters no compensation will be payable.

2. Permanent employees shall be entitled to half a month's pay and allowances for every completed year of service, subject to a minimum payment of two months pay and allowance.

3. Income tax and super tax if any on compensation under clause 1 and 2 above shall be borne by the bank.

4. These payments will be in addition to such pay and allowance as may be due in lieu of previous notice of termination where such notice is not given.

#### Issue 17.

Date of effect of the new award and option, if any to be given to the existing employees to retain their present terms and conditions of service.

The above terms and conditions of service have been brought into effect from 1st January 1960.

#### Issue 18.

*Need for interim relief.*—The employees do not raise any such demand.

#### Issue 19.

Difficulties and anomalies in the operation of the existing award.

Does not arise.

#### Issue 20.

The need for the development of the banking industry *including banking facilities in rural area.*

It is not a matter concerning us particularly.

*Issue 21.*

Special needs of the State Bank of India and its subsidiaries, in respect of any of the foregoing items having regard to their responsibility for the conduct of Government business.

Does not apply to us.

*Issue 22.*

Any other question connected with, or arising out of the foregoing matters.

Nil.

*Trivandrum*

For The Martandam Commercial  
Bank Ltd.

Sd/- The Director

*Representatives of the Workmen:*

Sd/-

Signed in my presence

Sd/-

President,  
Village Panchayat Court, Trivandrum.

(Seal of the Village Panchayat  
Court Trivandrum.)

[No. 10(142)/60-LRII.]

#### ORDER

*New Delhi, the 27th January 1961*

**S.O. 298.**—Whereas the Central Government is of opinion that an industrial dispute exists between the Associated Cement Companies, Limited, Bombay, and their workmen in respect of the matters specified in the Schedule hereto annexed and that the dispute is of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such dispute;

And whereas the Central Government is of opinion that the dispute should be adjudicated by a National Tribunal;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute to the National Tribunal constituted by the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 294 dated the 27th January, 1961 for adjudication.

#### SCHEDULE

In respect of the workmen employed in the Head Office, Branches and Works, including Quarries, what quantum of bonus should be paid for the years 1956-57, 1957-58 and 1958-59?

[No. 7/24/60/LRIV.]

G. JAGANNATHAN, Under Secy.

*New Delhi, the 28th January 1961*

**S.O. 299.**—In exercise of the powers conferred by section 4 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2682 dated the 27th October, 1960, published in

the Gazette of India, Part II, Section 3, Sub-Section (ii) dated the 5th November, 1960, namely:—

*Amendments*

In the Table annexed to the said notification, for the entries under column No. 3 relating to serial Nos. 47, 48, 49 and 50, the following entries shall be substituted, namely:—

**S. No.**

- 47. Jabalpur Labour division in the State of Madhya Pradesh.
- 48. Indore Labour division in the State of Madhya Pradesh.
- 49. Gwalior Labour division in the State of Madhya Pradesh.
- 50. Raipur Labour division in the State of Madhya Pradesh.

[No. 25/3/60-LRII.]

*New Delhi, the 30th January 1961*

**S.O. 300.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Kotma Colliery and their workmen.

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY**

REFERENCE Court No. 19 of 1960

Employers in relation to the Kotma Colliery

AND  
their workmen.

**PRESENT:**

Shri Salim M. Merchant,—*Presiding Officer.*

*Bombay, dated January 1961.*

**APPEARANCES:**

*For the employers:* Shri G. B. Pai, Advocate, Supreme Court and Shri G. L. Govil, Personnel Officer, Associated Cement Companies Ltd.

*For the workmen:* Shri K. B. Chougule, Organising Secretary, Kotma Colliery Labour Union, assisted by Shri J. C. Jaiswal, Member, General Council I.N.T.U.C. Madhya Pradesh.

**STATE:** Madhya Pradesh

**INDUSTRY:** Coal Mining.

**AWARD**

The Government of India, Ministry of Labour and Employment by Order No. 2/16/60-LRII dated 28th April, 1960, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above named, in respect of the matters specified in the following schedule to the said order, for adjudication to me:

**SCHEDULE**

“(i) Whether the management of Kotma Colliery were justified in dismissing the following workmen:—

- (1) Shri Deonath, Trammer.
- (2) Shri Amritlal, Timberman.
- (3) Shri Bhagbali, Trammer.
- (4) Shri Baijnath, Haulage Driver.
- (5) Shri Ramnarayan, Head Trammer.
- (6) Shri Chhotekhan, Head Trammer.
- (7) Shri Jung Bahadur Singh, Timberman.
- (8) Shri Rajaram, Trammer.

“(ii) If not, to what relief are they entitled?”

2. After the usual notices were issued on the parties the Kotma Colliery Labour Union, (hereinafter referred to as the Union) representing the workmen, through its organising Secretary, Shri K. B. Chougule, filed its written statement of claim on 27th May 1960, to which the Associated Cement Companies Ltd., through its Executive Head, Collieries Department, filed its written statement, Shri K. B. Chougule, filed a rejoinder on 5th August 1960. Thereafter, the dispute was taken up for hearing on 12th September 1960 and the parties concluded their submissions on 21st September, 1960. Thereafter, the management filed two applications dated 22nd and 29th September 1960, as a result of which certain correspondence ensued, which was concluded by this Tribunal's letter dated 22nd October 1960, I have later in my award dealt with those two applications of the company. At the hearing both parties led oral evidence and filed a number of documents on which they relied.

3. It is admitted that the eight workmen whose dismissal forms the subject matter of this reference were employees of the Kotma Colliery situated in Madhya Pradesh, which is owned by the Associated Cement Companies Ltd. They were dismissed by the company's notice, dated 21st August 1959, on the ground that the management was satisfied after enquiry that on 26th April 1959, they had been guilty of the misconducts with which they were charged by charge sheets dated 5th June 1959, served upon them, except Shri Bajnath haulage driver, who was also held guilty of an additional later misconduct of having incited the workmen against the officers of the colliery, particularly the Electric and Mechanical Engineer. The charge sheets, dated 5th June 1959, were issued against about 30 workmen, charging them with the misconduct of having indulged in beating other workmen and or riotous behaviour at the colliery on 26th April 1959. It is admitted that on 25th April 1959, Shri Walford, the President of the I.N.T.U.C. affiliated Kotma Colliery Labour Union, to which admittedly these eight workmen belong, was beaten up with sticks by Lalji and Afsar Ali, who admittedly belonged to the rival Socialist Union in the colliery. Afsar Ali was a dismissed employee of the colliery and Lalji was subsequently dismissed from service on the charge of his having assaulted Shri Walford on 25th April 1959, after an enquiry held against him. It appears that on the next day early in the morning at about 7 o'clock there was rioting at the colliery as a result of which a workman by name Syed Ahmed alias Barku was killed and several others received injuries. In that connection it is admitted that the Police arrested ten workers of the colliery, who were subsequently tried by the Sessions Court at Umaria and convicted on various charges including the charge of having been members of an unlawful assembly which indulged in rioting, causing grievous hurt etc. The judgment of Sessions Court Umaria, dated 2nd November 1959 was by consent of parties taken on file as exhibit W-5, and both parties have relied upon it in support of their submissions.

4. In its written statement of claim, dated 27th May 1960, the union has stated that the workmen of the colliery had originally organised themselves into a union in 1954, but the management victimised its active workers and with the aid of supervisors and contractors sponsored another union called the Kotma Colliery Labour Union, which being a company sponsored union had stated before the All India Industrial Tribunal (Colliery Disputes) in 1955/56 that it did not want any wage increases but was satisfied with the wage increases which had been granted by the Rewa Award in 1948. The union has given details of the struggle which the workers had to wage in order to organise themselves under the auspices of the INTUC till the union was able to take over the Kotma Colliery Labour union on 16th April 1957. The union has alleged that the management was inimical to the workmen organising themselves under the auspices of the INTUC, and, therefore, in April 1957 it invited a Socialist leader by name Shri Krishnapal Singh to attend a farewell party given to one of its outgoing General Managers and on that day a nucleus of the Socialist Party was formed with the help of the supervisors and contractors in the colliery. But in spite of opposition from the management the Kotma Colliery Labour Union, herein-after referred to as the union, continued to work for the interests of the workmen and in April 1958 made certain demands upon the management, particularly regarding the proper and fair loading of tubs and ultimately succeeding in getting that dispute referred to an Industrial Tribunal. According to the union the making of these demands and the refusal by it to withdraw them infuriated the management, who further strengthened the socialist union and on 25th April 1959, at about 7 P.M., Shri Walford, the President of the Union, was called out of the Club building by an Assistant Manager of the Colliery and he was surrounded by 30 or 40 "goondas" belonging to the Socialist party who brutally assaulted him with a view to murder him. Injuries were inflicted on his head and limbs with

a view to kill him, but fortunately he escaped when the lights went off. As I have stated earlier there was rioting at the Kotma Colliery on the morning of 26th April 1959, the day following the assault on Shri Walford, when one workman was killed and about 12 received injuries. According to the union the eight dismissed workmen, concerned in this reference were deliberately implicated by the management on the charge of assault because each of them happened to be an important and active member of the union. The union by its written statement called upon the management to furnish it with a copy of the record of the enquiry proceedings held on the charges served on these 8 workmen, as according to it the management did not have any complaints, either oral or in writing, from persons whom these eight workmen were charged with having assaulted and that the management had acted on its own in order to victimise the active workers of the union and framed these charges as late as 40 days after the incident and used the members of the Socialist party to get evidence against these workers; that in the course of the enquiry the enquiry officers directly supported the so called complainants and their witnesses and a fair trial was denied to these workmen; that the whole proceedings of the enquiry reveal a prejudiced attitude of the enquiry officers and as such a decision based on the findings of such an enquiry committee cannot be deemed to be fair, impartial, just and abiding by the principles of natural justice. It is stated that the action of the management in dismissing these eight workmen was not only unjustified but was an act of victimisation. It has, therefore, prayed for reinstatement of these eight workmen with full back wages. In its statement of claim the union called upon the company to furnish all replies to the charge-sheets given by the eight workmen concerned and all papers connected with the enquiry proceedings.

5. The management, in its written statement in reply dated 4th July 1960, has characterised the statements made by the union in giving the background to the dispute as insinuations, allegations and false statements irrelevant to the present enquiry. It is denied that the company was out to disrupt and discredit the union and it is submitted that the company had continuous dealings with the union which is evidenced by (1) two major agreements dated 2nd February 1957 and 20th July 1957 regarding the implementation of the award of the All India Industrial Tribunal (Colliery Disputes) and the decision of the Labour Appellate Tribunal (b) settlement dated 24th March 1960 before this Tribunal in Reference No. 2 of 1960 arising out of the union's demands made in April 1958 (c) Letter dated 8th August 1955 from the Managing Director of the company to Shri K. B. Chougule and (d) minutes of the meeting convened by the Commissioner of Rewa Division with a view to bring the two rival factions of the Union together and to establish peace at the colliery; that the union has nowhere shown that these eight dismissed workmen were active members of the union. It has denied that the Assistant Manager had called Shri Walford out of the Club as stated by Shri Walford in his letter to the Manager of the Kotma Colliery dated 14th July 1959 (Ex E-8) or that he had anything to do with the assault on him. The company's version of what happened on 25th April 1959 is that "at a committee meeting of the union held on 25th April 1959, resolutions were passed that processions would be taken out and slogans against the removal of two dismissed workers belonging to the Socialist group would be shouted. One of these dismissed workers was a miner called Shri Afsarali. This miner was all along harbouring animosity against the union president Shri Walford. At the termination of the meeting Shri Walford was followed by Shri Afsarali and another person by the name of Shri Lalji. Just in front of the Kotma Club building these two men attacked Shri Walford with sticks. Shri Walford received injuries all over his body and in preventing blows on his head the elbow of his left hand was fractured." With regard to the incident on 26th April 1959, the company's version is that just before the first shift the workers had gathered near the incline mouth to go underground. The union men took the initiative to precipitate a clash. In the ensuing fight socialist workers were severely beaten with lathis and iron pipes as a result of which 12 workers received injuries, of whom one succumbed to the injuries. This created panic in the colliery and no one went down the first shift on 26th April 1959. However, during the afternoon and night shifts some workers did go down the mine and raised about 100 tubs; that the eight dismissed employees were all found after giving each one of them a fair chance to defend himself against the alleged misconducts, guilty of serious offences punishable under the company's standing orders. The company has denied that these workmen were falsely implicated or victimised for their trade union activities and put the union to the strict proof of the same; that none of these workmen had asked for copies of the record of the enquiry proceedings and hence they were not furnished with the same.

6. The company has stated that it did receive oral complaints from those workmen who had been assaulted by these eight workmen but without prejudice and

even assuming, without admitting, that no complaints were received by the company it has stated that the management *suo moto* can take disciplinary action against those reported to be involved; that the delay in issuing charge-sheets was due to the panic prevailing in the colliery as a result of the rioting on 25th and 26th April 1959. The Police has made a number of arrests and most of the employees who received grievous injuries at the hands of the dismissed workmen were admitted to hospital for treatment and that after normal conditions prevailed and the confidence of the employees in the colony was restored and after the injured employees were discharged from the hospital, the company issued charge-sheets. The company has stated that since the dismissal of these eight workmen industrial peace and quiet has reigned at the colliery and that it would not be conducive to the maintenance of industrial peace and stability if these employees were reinstated.

7. The union in its rejoinder dated 5th August 1960 has stated that in the rioting on 26th April 1959, 10 workers were arrested by the police all of whom were convicted by the Sessions Judge, Umaria to various terms of imprisonment ranging from 7 to 10 years; that none of these eight workmen were arrested by the police nor were any of them suspended by the management prior to the dismissal. The union in this rejoinder has given details of the grounds on which it has stated that a fair and impartial enquiry was not held against the eight workmen and the rules of natural justice were not observed. I do not think it necessary to enumerate those particulars and details here, as I shall refer to them when discussing the contention.

8. At the hearing, parties stated that no issues except those under reference were required to be framed. The union examined in all 7 witnesses and the management examined one witness, namely Shri K. Rajagopalaswamy, the executive head in charge of the special department of the Associated Cement Companies Ltd. I may state that amongst the witnesses examined by the union were three officers of the colliery, namely, Shri Ram Mehta, Assistant Manager, (WW-2) Shri S. C. Sethi, Welfare Officer, Lakheri Cement Works, (WW-3), and Shri G. D. P. Mehta, another Assistant Manager of the Colliery (WW-4). The union in addition examined three of the dismissed workmen concerned in this reference namely Shri Ram Narain, Shri Rajaram and Shri Deonath. I may state that the union had named the 3 officers of the company above-named and Shri Sunil Chatterjee (WW-1) Stenographer of the Colliery as its witnesses, to ensure their being brought to Bombay for examination in this case, as it was under the apprehension that if it had not named them as its witnesses, the management may not have examined them as its witnesses or brought them to Bombay, the management not having filed any list of its witnesses. I may state that at the hearing the management raised no objection to these three officers and the stenographer being examined by the union, and at the hearing on 5th August 1960, agreed to keep them present in Bombay at the adjourned hearing on 12th September 1960. In fact, by the Union having examined these officers and the stenographer as its witnesses the management was thereby placed in an advantageous position as it had the benefit of cross-examining them and there is therefore no justification for the grievance which Shri Pai, the learned Counsel for the company, made at the stage of his final address, that the company had been put at a disadvantage in these officers having been examined by the union.

9. This, in my opinion, is not a case of a defendant in a civil suit being examined as plaintiff's witness, which practice was condemned by the Privy Council in the case of Mohunt S. Das vs. Bawa Shyam Das and Others [A.I.R. 1938 (P.C.) p. 59.] to which Shri Pai the learned Counsel for the company referred. That decision lays down that in such a case the Defendant is a witness of truth. In fact two of these officers namely Shri S. C. Sethi (WW3) and Shri G. D. P. Mehta (W.W. 4) were members of the enquiry committee and held the enquiry on some of the charges against these eight dismissed workmen and normally the records of the enquiry proceedings should have been proved by the company through them, particularly as the union's case in its written statement was that the enquiry was vitiated, among other reasons, for failure to observe the rules of natural justice, and the manner in which the enquiry proceeding had been recorded.

10. From the documentary and oral evidence on record there is not the least doubt that there has been union rivalry in this colliery between the INTUC and the group of workmen belonging to the Socialist party. The union's case, in its written statement and at the hearing, has been that throughout the management has been supporting the socialist union and has opposed the INTUC union. The management's case is that it has adopted a neutral attitude and has neither supported the Socialist union nor opposed the INTUC union. It has, in denying the union's charge of animosity against it, relied mainly upon (1) the various

agreements and settlements which it has entered into with this union (2) the fact that though it had charged sheeted as many as 30 of the INTUC workers for the incident on 26th April 1959, it has taken action only against, about 13 workmen and has let off the remaining, including the Vice-President of the INTUC union (3) that it has dismissed from service Shri Lalji—a prominent socialist union member for having assaulted Shri Walford, the President of the INTUC union on the night of 25th April 1959 (4) that there is not a suggestion either in the judgment of the Sessions Court, Umaria, or in the proceedings under section 107 of the Criminal Procedure Code by the Police against a batch of workers belonging to both the INTUC and Socialist unions (Ex. E-11 and E-12) that the management had taken sides against this union and in support of the socialist union (5) Shri Pai, the learned Counsel for the management has stated that till the proceedings in this dispute started this union had never alleged that the management at the colliery was favouring the Socialist union. In support, the management has also relied upon the minutes of the proceedings of the peace committee that was established in the colliery after the incidents of the 25th and 26th April 1959. (Ex. E7).

11. The management at the hearing examined its only witness Shri K. Rajagopala Swamy (EW-1) who, at the relevant time was the Executive Head of the Collieries Department of this company and he denied the allegation that the management was sponsoring the socialist union. In fact according to this witness there was no socialist union as such in the colliery till September 1959, but there was only a rival faction in the INTUC union, which had been responsible for the beating up of Shri Walford. He further went on to say that he had heard that Shri Walford had on the next day i.e. on 28th April 1959 organised the beating up of the workmen of the rival faction, which resulted in one workman being killed and some workmen suffering injuries.

12. But in cross-examination when he was confronted with written evidence [Exs. W-3 and W-3(1)] he had to admit that the socialist group was existing in the Kotma Colliery even in August 1957. His story that Shri Walford had organised the beating of the socialist workers on 28th April 1959, is also not supported by any evidence whatsoever and is difficult to believe it, in view of the fact that it is admitted by the Company that Shri Walford had received injuries all over his body and his left hand was fractured (see company's written statement page 4) and it was the union's case that Shri Walford had left Kotma by train on the night of the 25th April 1959 for Bilaspur for treatment of his injuries and there is not a suggestion anywhere that he was present at Kotma Colliery on the morning of 25th April 1959, or had organised the beating.

13. In support of his statement that the management was not opposed to the INTUC Union this witness stated that this company owns in all 19 establishments, comprising 14 cement factories in India, 2 in Pakistan, 2 collieries and one fire brick plant in India; that most of these establishments have only one union of their workmen, but some four or five establishments have more than one union and the company had entered into agreements with all unions. According to the witness the company had also entered into settlements with unions in its 2 collieries during the last four years and he gave the following details of those agreements:—

- (1) In 1956 the company entered into agreement with the INTUC union at its Nowrozabad Colliery, under which it paid its workmen Rs. 1,80,000 under the Rewa Award and other claims.
- (2) In the same year at Kotma Colliery, under an agreement with the union then functioning at Kotma, of which, as far as he remembered Shri Walford was the President, the management had agreed to pay the workers of the colliery Rs. 70,000, which they had paid in 1957.
- (3) At Nowrozabad colliery at the end of 1956 the company entered into an agreement with the INTUC union in implementation of the Mazumdar Award, relating to tub-rates. At Kotma, a similar agreement was entered into in February 1957 with regard to tub-rates but not with the present representatives of the INTUC and that Shri Walford became the President of the Union a few months later.
- (4) In July 1957, the company revised the tub-rates after the decision of the Labour Appellate Tribunal of India in appeal from the colliery award in terms of an agreement entered into with the INTUC, both at Nowrozabad and Kotma.
- (5) In March 1960, the company entered into agreements with this union in Reference Nos. 1 and 2 of 1960, before this Tribunal.

The witness denied that in April 1959, the management bore any animus to the INTUC Union.

14. Questioned in cross-examination with regard to the various agreements, he had to admit that the settlement of 1956, in respect of the Nowrozabad Colliery, was in implementation of the Rewa Award of 1948 and other demands which this Union had made. He had further to admit that the settlement was reached in settlement of an industrial dispute which had been raised by this Union, and which was referred by Government for adjudication to an Industrial Tribunal, being Reference No. 1 of 1956, and that the Industrial Tribunal had made an award in terms of that agreement, which had been reached out of Court. He had further to admit that as a result of that agreement about 40 dismissed workmen had to be re-instated in service by the management. He had also to admit that under that settlement, the annual increments for the years 1954-55, of about 60 workmen, which had been stopped by the management and which the union had demanded should be restored to them had to be granted by the management. He had further to admit that a lump sum payment was made in settlement of that dispute, amounting to Rs. 1,80,000 and that when that amount was not reached, an additional 2 annas in the rupee was paid to all workmen. He had further to admit that the 1957 agreement at Kotma was signed by Mr. Walford, the President of the INTUC, after it had been referred to a Tribunal. He had also to admit that Shri S. R. Mehta, one of the Assistant Managers of the Colliery, who has figured quite prominently in the enquiry against these 8 dismissed workmen, was the President of the Kotma Colliery Union from 1954 to 1957 and that the 40 dismissed workmen who had to be re-instated as a result of the efforts of the INTUC Unions as stated earlier, had been dismissed during the Company's financial year 1955-56 i.e. between August 1955 and July 1956, during Shri S. R. Mehta's regime as the President of the union. He had further to admit that the agreement with regard to tub-rates was in implementation of the Mazumdar Award, and the 1957 agreement was for revision of the tub-rates under the Labour Appellate Tribunal's Award.

15. From this evidence, it is quite clear that this union secured these settlements after making demands and raising industrial disputes, which related, among other things to, proper implementation of old Awards like the Rewa Award of 1948 and the Majumdar Award of 1956 and the decision of the Labour Appellate Tribunal thereon. It is further significant that the management had to re-instate in service as many as 40 workmen, who had been dismissed from service at a time when Shri S. R. Mehta, the present Assistant Manager of the Colliery, was the President of the Union and that it was as a result of the efforts of this union that the company had to pay large amounts by way of arrears of increments and that this union after raising an industrial dispute and getting it referred to a Tribunal had made the management pay the claims of its loaders for proper wages for tub-loading.

16. All this, in my opinion establishes one important fact that since this INTUC Union became active in this colliery it made demands on behalf of the workmen, which the management refused and it had therefore raised industrial disputes and got them referred to industrial tribunals. The fact that most of those agreements were entered into after industrial disputes had been raised by this Union and referred to adjudication and had resulted in payments being made in respect of old claims under past Awards suggests that if this Union had not taken up those claims, and raised industrial disputes about them, the management would not have been required to pay such large amounts, re-instate 40 dismissed workmen, and pay about 60 workmen their past increments and short fall in loading charges of its loaders which the management was successful in doing before this Union became active. These facts lend support to the conclusion that these activities of this union as far as they relate to the Kotma Colliery, were not looked upon with favour by the management. With regard to the other grounds urged by Shri Pai, grounds 2 and 3 relate to the manner in which the enquiries were held. It is true that there is no reference in the Sessions Court judgment nor in the orders in the proceedings under Section 107 of the Criminal Procedure Code that the management had taken sides against the Union, but the Union has stated and in my opinion rightly that such a plea was not called for in those proceedings. It is however not correct that the Union had not prior to this reference ever suggested that the company was favouring the rival union, as I find that this case was urged by the Union in the conciliation proceedings.

17. My finding, therefore, on this point is that there is sufficient background material to suggest that the management at the Kotma Colliery did not look upon with favour upon these activities of the INTUC Union. I am of the opinion that this finding is further supported by the manner in which these 8 workmen, among

others, were charge sheeted after the incident of 26th April 1959 and the manner in which the enquiry was held against them, with which I now proceed to deal.

18. The union has contended that the management seized upon the rioting on 26th April 1959 to get rid off active INTUC workmen with the help of the Socialist Party workmen and that the whole enquiry and the action of the management in dismissing these workmen was vitiated by material irregularities and for failure to observe the rules of natural justice:—

- (a) That the charge-sheets were issued on about 30 workmen all of the INTUC, as late as on 5th June 1959, 40 days after the incident.
- (b) That the Police had by then already arrested 10 other workmen of the Colliery charging them with rioting and killing of Barkoo and beating up of 11 other workmen, which were also the incidents covered by the company's charge-sheets.
- (c) That no complaints either oral or written had been made by any workmen against these 30 workmen—other than the 10 arrested and prosecuted by the Police; that none of the 30 workmen charge-sheeted by the company had been arrested or questioned by the Police.
- (d) That the enquiry was conducted in such a manner as to place the accused workmen in a disadvantageous position and the prosecution witnesses in a protected and advantageous position; that the enquiry officers were pre-determined to find these 8 workmen guilty.
- (e) That there is nothing to show how the various enquiry committees came to be constituted, who led the evidence of the prosecution witnesses and conducted the case on behalf of the management.
- (f) That all the members of the enquiry committee on a particular charge had not signed the enquiry Report on that charge. That Shri E. L. Warren and Shri Sandhu enquiry officers who were members of Enquiry Committees and who had taken part in the enquiry as such had not signed the enquiry reports.
- (g) That persons who were not members of the enquiry committee on a particular charge had signed the enquiry report on that charge.
- (h) That the accused were not allowed to examine their witnesses at the hearing.
- (i) That on the same and identical charge and on the same and identical evidence contrary findings were given; some accused were acquitted on the ground that the evidence did not establish the charge whilst on the same evidence, 8 workmen concerned in this case, were found guilty and dismissed from service.
- (j) That the records of the enquiry were tampered with and additional false and incorrect endorsements were made for the purposes of this case.
- (k) That a workman was found guilty on one charge for the only reason that he had been found guilty on another distinct and separate charge.
- (l) That members of the enquiry committee constituted themselves into prosecutors and whilst putting no questions to the prosecution witnesses they cross-examined the accused at length; that prosecution witnesses were put questions by the members of the Enquiry Committee only with a view to fill up lacunas in the prosecution story.
- (m) Officers who had witnessed assaults had acted as members of the enquiry committee.
- (n) That these 8 workmen were not furnished with copies of the enquiry reports nor were they given an opportunity to show cause against the punishment of dismissal inflicted upon them.

19. Before entering upon a discussion on these various contentions and submissions, it might be observed that the Union's contention is that this case is covered by the four exceptions as laid down by the Hon'ble Supreme Court in the case of Indian Iron and Steel Co. Ltd., (1958 1 LLJ. p.p. 260), under which an Industrial Tribunal would be justified in interfering with the finding of a domestic Tribunal. In that case it was laid down that an Industrial Tribunal does not sit in appeal against the findings of the domestic Tribunal. The Tribunal will, however, interfere with the action taken by the management, if there is either (1) want of good faith (2) if the enquiry is against the principles of natural justice (3) if there is a basic error of fact (4) the findings arrived at by the management are baseless or perverse. The same principles have been reiterated

by their Lordships in 2 subsequent decisions in the case of (1) G. Mackenzie and Co. Ltd. (1959 I LLJ. p. 285) and (2) Doon Dooma Tea Co. (1960 II LLJ. p. 58). In the case of Mackenzie and Co. their Lordships observed:—

"It is for the management to determine what constitutes major misconduct within its standing orders, sufficient to merit dismissal of a workmen. But in determining such misconduct, it must have facts upon which to base its conclusions, and it must act in good faith without caprice or discrimination and without motives of vindictiveness, intimidation or resorting to unfair labour practice. There must be no infraction of the established rules of natural justice. When the management does have material from which it can conclude misconduct its judgment cannot be questioned, provided the abovementioned principles are not violated. In the absence of these facts or in case of violation of the principles set out above, its decision is untenable."

In the case of the Balipara Tea Estate (1959 II LLJ page 245) the Hon'ble Supreme Court has laid down that whilst adjudicating on an industrial dispute relating to the dismissal of a workman for misconduct an Industrial Tribunal has not got to decide for itself whether the charge framed against the workman has been established to its satisfaction. It has only to be satisfied that the management was justified in coming to the conclusion (in *bona fide* and proper domestic enquiry) that the charge against the workman was well founded. But if the Tribunal finds in any given case that the management was actuated by any sinister motive or had indulged in unfair labour practice or that the workman had been victimised for any activity of his in connection with the trade union, it would have reasons to be critical of the enquiry held by the management.

Shri Pai learned Counsel for the management had relied upon the observations of their Lordships in this case that a Tribunal would misdirect itself if it were to judge the case afresh on its merits as if it were a trial for a criminal offence, it could not insist upon conclusive proof of guilty to be adduced by the employer. Shri Pai has argued that these observations of their Lordships with reference to conclusive proof has varied the principles laid down in 1958 I LLJ page 260 in the Indian Iron and Steel Co's case inasmuch as here it was stated that the Tribunal could not insist on conclusive proof of guilt to be adduced by the employer. I do not think that the observations of their Lordships regarding conclusive proof have in any way narrowed down the scope of the enquiry by the Tribunal as laid down in the Indian Iron and Steel Co's case. It is by now a well recognised principle that a Tribunal will not interfere with the findings of a domestic tribunal if on the evidence before the domestic Tribunal, it was possible to take the view the management took and in my opinion the above observations only reiterate that principle.

In the Doon Dooma Tea Co. Ltd's case (1960 II LLJ p. 58) referred to earlier their Lordships have reiterated that it is not open to a Tribunal to reappreciate the evidence on record or to sit in appeal over the findings reached at the domestic enquiry.

I shall, therefore, bear these principles in mind in considering the submissions made by the union regarding the enquiry held and the action taken by the management.

20. The Union in support of its case has in great detail shown in the case of each of the 8 dismissed workmen how the enquiry held by the management had violated the principles of natural justice and would justify the interference by this Tribunal in the action taken by the management in dismissing these 8 workmen

21. The first general submission of the union, as stated in Para 3 of its written statement of claim, is that the company did not have any complaint either oral or in writing from the persons who are alleged to have been assaulted, naming any of these 8 workers and that the management of their own accord, in order to victimise the active workers of the union framed these charge sheets as late as 40 days after the incident and used the members of the Socialist Party to give evidence against these workers. The Management in Paras 14 and 15 of its written statement has stated that, "the company did receive oral complaints from those of the employees who were assaulted by the eight employees. Without prejudice to the above, even assuming, without admitting, that the workmen who received the grievous injuries in the rioting and disturbances on 25th and 26th April 1959, which broke out in the company's colony, did not complain to the company, even then the company can *suo moto* take disciplinary action against

those reported to be involved." In para 15 of its written statement, the Company has denied that there was any delay in issuing charge sheets to these eight workmen who are covered by this reference. In support it has stated that, "the police had made a number of arrests. Most of the employees who received grievous injuries at the hands of the dismissed workmen were admitted to hospital for treatment. After normal conditions prevailed and the confidence of the employees in the colony was restored and also after the injured employees were discharged from the Hospital, the company issued the charge sheets."

22. It will thus be seen that the company's case is that oral complaints were made to it by the workmen who were assaulted by these 8 workmen, and that in issuing the charge-sheets the company had acted on those oral complaints. But if oral complaints were made, one would have expected the officer or officers to whom the oral complaints were made, to have made some record of those complaints, particularly as each charge sheet gives details of the place where and the time at which the particular assault took place. Now, it is the admitted case that no record was at all made of these oral complaints or the reports (as stated in the charge sheet), and there is no reference to such oral complaints at any place in the entire enquiry proceedings, except for the written complaints alleged to have been made by Shri S. R. Mehta dated 28th April 1959, which incidentally was also not produced or referred to at the enquiry or at the hearing before me. I find it impossible to believe that no records would have been made if any oral complaints or reports were really made by the assaulted workmen naming each of these 8 workmen, considering that the charge sheets implicated as many as 32 accused, involving assault on 8 persons named in the charge sheets and the assaults are alleged to have taken place at 5 different places in the colliery. This together with the fact that the police had by then already arrested 10 workmen whom it had charged with having formed themselves into an unlawful assembly which murdered Shri Badku and grievously assaulted the other workmen, (also mentioned in the charge sheets of the company), together with the fact that the police had not arrested any of these 8 workmen, lends support to the Union's suggestion that the management took this opportunity to get rid of some other workmen belonging to the INTUC whom the police had not arrested or charge sheeted. I think the union is also justified in its grievance against the long delay in the issue of the charge-sheets. The company's story is that there was delay because there was a panic in the colliery for a long time and in support it has relied upon the minutes of the peace committee's meeting held on 19th May 1959 at the Kotma Colliery's Guest House (Ex. E.7) which refers to the tense situation prevailing in the Colliery. But I am afraid that the story of the panic has been over done for the purpose of explaining the delay in issuing the charge sheet as the company's written statement on record states that, "due to the panic the workmen did not go down the colliery only during the first shift on the 26th April 1959, but that during the afternoon and night shifts, some workers did go down the mine and raised about 100 tubs." This shows that some of the workmen had attended to their duties during the 2nd and 3rd shifts on the very day of the incident i.e. on 26th April 1959, and militates against the theory of the prolonged panic, which according to the company's statement only prevented the workmen from working in the first shift. The Union has stated that after the next few days the colliery worked in a normal manner and the workmen were attending normally to their duties and raised the normal quantity of coal. In view of the admitted fact that there was some production in the colliery even during the second and third shifts of the very day of the incident coupled with the fact that none of the charge-sheeted workmen were even suspended for a single day after 26th April 1959, and the fact that the management did not show that there was any substantial fall in production which would have been the case if panic had prevailed, would show that there was not such a situation in the colliery as to prevent the persons who made the oral complaints from lodging the same and for the company to have prepared and served the charge-sheets within a few days of the rioting on 26th April 1959.

23. The Union has next referred to the fact that the charge sheets were signed by the manager of the colliery; that after each of the charge sheeted workman had submitted his written explanation denying the charge the management's notice stating that the explanation was not found satisfactory and asking the charge sheeted workman to appear for the enquiry, was also signed by the manager of the colliery. The union has stated that these facts coupled with the fact that the manager of the colliery who was also the punishing authority, show that the manager was prejudiced against these 8 workmen. The union has also made a grievance of the fact that there are no orders showing who constituted the various enquiry committees and why different enquiry committees, with different number of members were constituted. It is also not known nor recorded

in the enquiry proceedings or the enquiry reports, as to who led the evidence of the prosecution witnesses, who conducted the cases on behalf of the management. There are instances of enquiries where it is not stated whether the witness was examined to prove the charge or in defence of the accused. In my opinion, there is substance in this contention of the union considering the manner in which the enquiry was held and the state in which the enquiry reports are found, to which I shall next turn.

24. In order to appreciate the grievance of the workmen against the manner in which the enquiry was conducted, it is necessary first to state that for a given incident a common charge was framed against several workmen. Each workmen was served with a copy of the charge-sheet but his charge sheet was separately numbered. In respect of each workman—even though he may have been a common accused along with say four others five separate enquiries were held. But the statements of the prosecution witnesses for each incident were recorded in the enquiry against only one of the accused—in the presence of that accused only. In respect of the enquiries on the other accused in the same charge sheet, what happened was that the witness did not make his statement again, but stated that his statement recorded at the earlier enquiry against one of the co-accused in respect of the same incident, was correct, and that in addition to the workmen who had assaulted him and named by him in that earlier statement was also the accused in whose case and in whose presence he was making the later statement. The company's case is that the statement made by the prosecution witnesses in the earlier enquiry of one of the accused, was invariably read over at the later enquiry against the other accused and that this procedure was adopted to avoid repetition. The workmen have denied this and stated that the earlier statements were not read over. However, at each enquiry the accused person concerned was asked to make his statement and he was questioned in detail by the members of the enquiry committee. The workmen have complained, and I think with justification, that this procedure has resulted in an unfair trial in as much as (1) the prosecution witnesses were thereby protected, (2) the accused were placed at a disadvantage. In my opinion, in an enquiry on such serious charges as of murder and causing grievous hurt, where there are several accused charged for the same offence or misconduct, arising out of the same incident the enquiry on the common charge should be a common one to be held by the same enquiry committee and should be held in the presence of all the accused; and the evidence of each of the witnesses should be recorded in the presence of all the accused. Failure to observe such a procedure would result in a fair trial not being held, as, in my opinion, has happened in this case. I am quite conscious that a departmental enquiry is not to follow the pattern of an enquiry before a Magistrate in a criminal trial, but if separate enquiries are held against each accused, on the same charge even though all the accused were available, and evidence of the same prosecution witnesses is recorded separately in the manner in which it was done in this case, and if each accused person is separately interrogated by members of the Enquiry Committee, without knowing what the other co-accused had stated at the enquiry held against them, it would in my opinion, be an enquiry at which it must be held, that the rules of natural justice were not observed.

25. The next objection urged by the Union is that the findings of the Enquiry Committee are capricious and discriminatory and show that the management had made up its mind before hand which of the charge sheeted workmen were to be got rid off, irrespective of whether there was sufficient evidence or not, to find them guilty on the charges levelled against them. For this contention the union has urged that the management had on identical evidence on the same charge acquitted certain number of accused persons and convicted others. The following instances were cited by the union:—

1. By charge sheets Nos. 7217 and 7221 both dated 5th June 1959 one Babulal, a fitter and Deonath, Trammer (dismissed workman—serial No. 1 in the schedule to the order of reference) were charged with the misconduct of having on 26th April 1959 at about 7.15 a.m. along with Ram Ratan Yadav, Vankat and Gua, assaulted Kapildeo, explosive carrier, near the Pit head Bath resulting in grievous injuries to his person. In both these charge sheets, the only witnesses examined were (1) Kapildeo Singh, persons assaulted, (2) Gulab Singh and (3) Bajnath Singh. All these 3 witnesses were first separately examined in enquiry in charge sheet No. 7217 against Babulal and in the subsequent enquiry against Deonath in charge sheet No. 7221 each of them stated that the statements made by them in Babulal's case were correct and that in addition Deonath was one of the assailants. Now, on this evidence Shri Babulal was acquitted, but

Deonath was convicted. The enquiry committee in its report in Deonath's case charge sheet No. 7221, stated as follows:—

"Regarding charge No. 7221 it is proved from the evidence of Kapil Deo Singh the person assaulted and witnesses, Shri Gulab Singh and Bajnath Singh that Shri Deonath did assault Kapil Deo along with Babulal etc." [See Ex. E. 1(c) (Emphasis mine)].

26. Now, in the Enquiry Report on charge sheet No. 7217 against Shri Babulal, the enquiry report states as follows:—

"Charge Sheet No. KC/10/7217, dated 5th June 1959, issued to Shri Babulal for assault on Shri Kapideo Singh."

"The Committee has gone through the evidence in regard to the above charge sheet and finds that in accordance with the evidence of Assistant Electrical Engineer, Shri Babulal was present at the workshop at 7-30 A.M. The disturbance had taken place before 7-30 A.M. near the Incline Mouth. It is very doubtful to say whether he had gone there after taking part in the disturbance. Giving benefit of doubt to him, the Committee is of the opinion that no action need be taken against him."

This enquiry report (Ex. E.3) has been signed by Shri S. C. Sethi and Shri Bhattacharjee.

27. From what is extracted above the following is established—

- (1) That on the same charge and on the same evidence Deonath is held guilty of the charge of having assaulted Kapil Deo whilst Babulal is acquitted, though Babulal was also mentioned by Kapildeo, the assaulted person and his two witnesses, as one of the assailants.
- (2) That in the Enquiry Report on charge sheet No. 7221 against Deonath it is held as established on the evidence of the same 3 witnesses that Deonath had assaulted Kapildeo along with Babulal etc. (Emphasis mine). The report is signed by S. C. Sethi alone, who was one of the Enquiry Officers.
- (3) In the enquiry report in charge sheet No. 7217 against Babulal, which is also signed by Shri S. C. Sethi he is given the benefit of doubt regarding his presence at the incident of assault though in the report on the charge sheet against Deonath it is held by the same Mr. S. C. Sethi that it was established in that case that Kapil Deo had been assaulted by Deonath along with Babulal etc.
- (4) It is admitted that in the enquiry in charge sheet No. 7217 the Assistant Electrical Engineer was not examined, as a witness at the enquiry. This has been admitted by Shri S. C. Sethi (W.W. 3) in his evidence at page 2, yet the Assistant Electrical Engineer appears to have been questioned by the enquiry committee, at the back of the other accused persons in the same enquiry.
- (5) The enquiry report on charge sheet No. 7221 against Deonath shows that the enquiry officers on that charge were (1) Shri R. S. Sandhu (2) Shri K. Bhattacharya and (3) Shri S. C. Sethi and that the enquiry report was signed only by Shri S. C. Sethi, whilst enquiry report on charge sheet No. 7221 in respect of the same charge against Babulal is signed by both S. C. Sethi and Shri K. Bhattacharya.

28. In my opinion on these inconsistent findings and irregularities the enquiry against Deonath in charge sheet No. 7221 must be held to have been vitiated.

29. The second instance of this kind referred to by the union is the case of Jung Bahadur, (Serial No. 7 in the Schedule) who by charge sheet No. 7213 dated 5th June 1959 was charged with having along with (1) Raja Ram (7211), (2) Premi (7212), (3) Kuware (7214), (4) Amritlal (7215) and (5) Gua (7216), rushed towards S. R. Mehta, Head Overman, with common intent to assault him whilst he was on duty. The charge sheet also stated that along with the above accused the others in the offence were Ram Ratan, Plate layer, Shri Phulchand, Water Bailer, and Shri Surendra Singh, who were three among the 10 workmen arrested by the police. Therefore, no enquiry on this charge was held against these 3 workmen. At the enquiry on these charge sheets, only two witnesses namely (1) Shri S. R. Mehta and (2) Shri Hasmuddin, were examined and their statements made at the enquiry in the charge against Shri Rajaram (7211) was treated as evidence against Jung

**Bahadur and Kuware.** In his evidence before the Committee Shri S. R. Mehta had named all the above named accused persons as having shouted that he and Hasmud-din should be beaten and that Jung Bahadur was carrying a stick and Kuware was carrying an axe. Hasmuddin in his evidence before the Enquiry Committee categorically stated that he had seen both Jung Bahadur and Kuware in front of the crowd that was rushing towards them. Yet on this very same evidence Jung Bahadur is convicted but Kuware is given the benefit of doubt and Premi and Guha are also let off and Jung Bahadur, Raja Ram and Amritlal are convicted. The enquiry report (Ex. E. 4) in the case of Kuware which is a joint report on charge sheet No. 7237 and 7214 refers to the statement of the Assistant Engineer—Shri Sherdiwalla, who was, however, admittedly never examined at the enquiry on either charge sheet No. 7237 or 7214.

30. Now, another curious fact is that though in the enquiry against Jung Bahadur in charge sheet No. 7213, in respect of the attempted assault on S. R. Mehta, the members of the enquiry committee are stated to be Shri S. R. Sandhu, Shri E. L. Warren and Shri S. C. Sethi, the enquiry report against Jung Bahadur [Ex. E.1(c)] is signed by Shri S. C. Sethi, and G. D. P. Mehta. It may here be stated that this enquiry report also contained a finding that Jung Bahadur was guilty of the charge under charge sheet No. 7237 of having assaulted K. D. Malhan—in which the enquiry officers were Shri S. C. Sethi and Shri G. D. P. Mehta. The enquiry report, however, bears an endorsement that—

“As Mr. Sandhu being member of the Enquiry Committee, has left the company's service, he could not sign the findings.”

31. I shall have later something to say about this endorsement about Shri Sandhu. It will, however, be noticed that though in the Enquiry proceedings, on charge sheet No. 7213 Shri E. L. Warren is also shown as being a member of the Enquiry Committee, he had not signed the Enquiry Report against Jung Bahadur. This was a surprising omission and I therefore questioned Shri S. C. Sethi (W.W 3) when he gave evidence about it. It appears that Shri E. L. Warren was the Personnel Officer at Kymore Cement Works, near Kotma, in Madhya Pradesh. Mr. S. C. Sethi when I first asked him admitted that Shri E. L. Warren was a member of the Enquiry Committee in the enquiry in charge sheet No. 7213 against Jung Bahadur, as can be clearly gathered from the record of the proceedings of that enquiry, but later he changed this statement and said that Shri E. L. Warren had attended the proceedings of the enquiry on charge sheet No. 7213 only as an observer. I do not accept this later statement of Mr. S. C. Sethi, which is evidently an after thought. I have not the least doubt from the record of the enquiry proceedings where he is named as “present” at the enquiry, that Shri E. L. Warren was a member of the Enquiry Committee. Throughout the record of the enquiry proceedings, the members of the enquiry committee have been shown along the heading “Present”. From the failure report of the conciliator it is found that the company had described Shri E. L. Warren as one of the members of the Enquiry Committees, in proceedings in which he had participated. I find that in certain enquiry proceedings (See enquiry on charge sheet No. 7213), the name of Shri Warren is shown juxtaposed between those of Shri Sandhu and Shri Sethi, who were admittedly members of that enquiry committee. Surely Shri Warren's name would not have been stated in this manner if he was merely an observer at the enquiry. I am afraid Shri S. C. Sethi denied that Warren was a member of the committee, because he well knew that his failure to sign the enquiry report would adversely affect the finding.

32. With regard to the finding of guilty against Jung Bahadur in charge sheet No. 7238, alleged assault against K. D. Malhan, the union has also pointed out that on identical evidence of the same witnesses, Kuware and Premi, who were co-accused with Jung Bahadur, in respect of the same alleged assault on K. D. Malhan, were let off. With regard to the charge sheet No. 7238 in respect of assault on K. D. Malhan. I shall have more to say when dealing with his case.

33. The next instance of such capricious and inconsistent finding on the same evidence on the same charge, pointed out by the union, relates to the incident of the assault on Satya Narayan Singh in the lamp room of the Colliery. By charge sheets Nos. 7231, 7233, 7234 and 7235 all dated 6th June 1959, the management charged Puran, Abdul Jabbar, Rajaram, Baijnath and Shiv Das respectively, with having assaulted Satya Narayan at 7-30 A.M. All the accused denied the charge. The only 2 witnesses examined at the enquiry were Rajendra Pratap Singh and K. P. Puraha, who both stated that they had seen all the four accused assault Satya Narayan Singh in the lamp room. Yet Puran was let off on plea of his personality and clear past record and Abdul Jabbar was let off as it was held that it was not proved from the evidence that Abdul Jabbar had assaulted Satya Narayan, though both these witnesses—Rajendra Pratap Singh and Puraha, categorically stated that Shri Jabbar was in the lamp room with a lead pipe.

34. To its written statement the company annexed cyclostyled copies of the records of the enquiry proceedings including copies of the enquiry reports in the case of each of these dismissed 8 workmen, concerned in this reference. The copies of the enquiry reports annexed to the company's written statement at the end of the record of the enquiry proceedings contained an un-signed writing—bearing no endorsements of any kind. Seeing these unsigned copies the union in its rejoinder dated 6th August 1960 stated as follows:—

"That looking to the attitude of the management and efforts made by them to implicate these eight workmen in false and fabricated cases, we have very strong reasons to suspect that the unsigned letters attached towards the end of each enquiry proceeding, which are made to seem a sort of conclusion or finding of the enquiry officers, have been inserted in the reply statement just to show that the management has acted impartially and has considered all that has been brought on record; we have doubts also whether any of these documents were ever prepared and signed by any of the Enquiry Officers and therefore we put the company to the strict proof of it. We pray that the company be asked to produce these documents in the original."

35. The management at the hearing on 12th September 1960, produced the original of the enquiry proceedings and of the enquiry reports, and the union was given inspection of the same.

36. On an inspection of the originals of the enquiry reports and enquiry proceedings and the evidence on record it is established that:—

- (1) Each of the enquiry reports is un-dated and the evidence is vague as to when the same was prepared.
- (2) The endorsement in ink, whenever they appear, that "Mr. Sandhu, being member of the enquiry committee has left the company's service, he could not sign the findings", has clearly been added subsequently.
- (3) The endorsement in ink at the end of each enquiry proceeding that "the above statements have been read over to the persons concerned" appear to be an addition.

37. At the enquiry none of the witnesses could give the exact date when Shri Sandhu left the colliery and it was only when I asked the company to give the date that it was stated by Mr. Pai at the hearing on 14th September 1959, that Shri Sandhu had left the colliery on 17th July 1959. Yet in the enquiry proceeding in the case of Baljnath in charge sheet No. 7234 held on 26th June 1959, and on the charge sheet No. 7378 held on 17th June 1959, there is an endorsement in ink in both those proceedings that, "as Mr. Sandhu has left the company's service he could not sign these enquiry proceedings." Yet, in the enquiry proceedings held on 1st July 1959 in charge sheet No. 7222 against Bhag Balli, Shri K. S. Sandhu has been shown to be present, but there is an endorsement at the end that he (Sandhu) could not sign the enquiry proceedings because he had left the colliery. I have not the least doubt in my mind that these endorsements on the enquiry proceedings and reports were made at a later date.

38. The management also could not explain why though the remark about Shri Sandhu's inability to sign the enquiry reports were first typed, the typed remarks were scored off and the same endorsement was repeated in handwriting in ink.

39. From an examination of the documents on record it is established that— (1) not a single enquiry report bears any date and (2) No dismissal order makes any reference to any enquiry report (3) that Mr. Sandhu was in service when proceedings in enquiries in which he was a member of the Enquiry Committee were held, and yet he had not signed the same and that the endorsement that he could not sign those proceedings because he had left the colliery is, incorrect and were subsequently made. The non-committal, vague, and hesitant manner in which the officer of the company, Shri Sethi (W.W. 3) gave his answers in his evidence with regard to the signing and submission of the enquiry reports, makes me feel that the complaint of the union against these reports is justified.

40. The union has next pointed out that the enquiry proceedings on certain charge sheets have been signed by those who were not members of the Enquiry Committee on that charge.

This is borne out by the record of the enquiry proceedings in charge sheet No. 7215 against Shri Amritlal (dismissed workman—serial No. 2 in the schedule) which has been signed by Shri K. D. Bhattacharya the Electrical and Mechanical

Engineer of the colliery, though he was not a member of the enquiry committee in that charge sheet. The converse instance is the case of Deonath (dismissed workman—serial No. 1 in the schedule) where though Shri K. D. Bhattacharya was one of the Enquiry Officers, in charge shct No. 7224, he has not signed either the proceedings of the enquiry on that charge or the enquiry report against Deonath. It is thus proved that Shri K. D. Bhattacharya has signed proceedings of enquiry of which he was not a member and has failed to sign the proceedings of enquiries or the enquiry report in charge sheets in which he is shown as a member of the Enquiry Committee. In this state of the enquiry record it is difficult to resist the union's charge that signatures of members of the Enquiry Committees have been taken at random, at any time, on any record.

41. I shall next deal with the union's contention that the Enquiry Officer did not examine the witnesses of the accused persons. The company's case is that by the charge sheets served upon them the accused workmen were asked to furnish a list of their witnesses and that as no lists were submitted and no witnesses were produced at the enquiry, the enquiry officer took it that the accused has no defence evidence to lead. But Shri S. C. Sethi (W.W. 3), who was one of the members of the enquiry committee, has stated in his evidence that in charge sheet No. 7200 against Ram Dutt Trivedi certain persons were examined as defence witnesses though it is admitted that Ram Dutt Trivedi had not submitted a list of his witnesses. What Shri S. C. Sethi, stated further was:—

"I say that I examined them as Ram Dutt Trivedi in his statement before the committee had mentioned their names. It is true that whenever in their statements before the enquiry committee the accused gave the names of any persons, I treated them as their witnesses and examined them as such."

He was thereupon further questioned and had to admit that in the enquiries against the following dismissed workmen he had not examined the workers named by them in their statements at the enquiry as their witnesses:—

Dismissed workmen	Names of witnesses
1. Chotte Khan	(1) Bhola Clipper.
2. Ram Narayan	(1) Chotte, Head Trammor (2) Bhuttaja (3) Premi and (4) Asstt. Manager of the Colliery.
3. Bhag Balli.	(1) G. D. P. Mehta, Asstt. Manager of the Colliery.
4. Shri Bajjnath	(1) Shri Sandhu, Assistant Manager. (2) Mr. Mehta (3) Asstt. Engineer.
5. Jung Bahadur	(1) Bhola (2) Asram (3) Sonsai and (4) Sunal.
6. Amritlal (Charge sheet No. 7236)	(1) Bhagat (2) Kallan, two of his helpers and (3) Shri Sandhu, the Asstt. Manager of the Colliery.

Witnesses explanation is that he did not examine them because he could not say whether these witnesses were available or not because many workmen had left because of the panic.

Now, in this case it is admitted by Shri Sethi, that Shri Sandhu, the Asstt. Manager, whom the witnesses cited was present at the enquiry, of which he was not a member

of the Enquiry Committee, but he was not examined. The reason for not examining as stated by the witness is interesting and may be extracted in full:—

"I did not examine Mr. Sandhu as defence witness because the charge sheet had charged Amritlal with the offence of having assaulted Madan Mohan Singh at 7 o'clock and Amritlal in his statement had stated that he was near the haulage upto 8 A.M. and he said that he had stated that he had met Sandhu after 8 A.M."

42. But even this ingenious explanation, does not explain why he did not examine the first two witnesses Bhagat and Kallan.

43. Shri Rajaram (W.W. 6) one of the dismissed workmen in his evidence stated that the Enquiry Officer told him when he gave the names of his witnesses, Azimuddin and Chotte, that there was no need for any witnesses. This statement of his was not challenged in cross examination. Similarly Deonath, (W.W. 7) another dismissed workmen concerned in this reference stated in his evidence that he had asked Shri Sethi to record the names of his witnesses, and that he had refused to do so. This statement has also gone un-challenged. Deonath had stated that Faguna and Baijnath were his witnesses. Ram Narayan (W.W. 5) also a dismissed workman stated that he did not mention the names of his witnesses because he was afraid pressure would be brought on them. Mr. Pai the learned Counsel, has on the other hand argued that the accused really did not want to call any witnesses and that they had no grievance in the matter, as the worker witnesses in cross-examination had admitted that they had not complained about non-examination of their witnesses to any body, not even to their union. But this connection loses all force in the face of Shri Sethi's categorical statement that whenever the accused in their statements before the enquiry committee had mentioned the names of any persons, he had treated them as their witnesses and had examined them as such. It has, however, been conclusively established in the cases of the following dismissed workmen, that Shri Sethi though he had treated the workers mentioned by them in their statements as their witnesses, he had not examined them, and he has tried to explain away his conduct in refusing to examine those witnesses. I am not at all satisfied with those reasons, which if anything, show Shri Sethi's prejudiced attitude towards the workmen. I am, therefore, satisfied that in the cases of the following dismissed workmen, the enquiry in the charges against them has been vitiated by the failure of the enquiry officer to examine their defence witnesses:—

- (1) Chotte Khan.
- (2) Ram Narayan.
- (3) Bhag Balli.
- (4) Baijnath.
- (5) Jung Bahadur.
- (6) Amritlal.

44. That union has stated, as noticed by me earlier that on the same prosecution evidence some accused were left off and on the identical evidence these 8 workmen were dismissed and the union has questioned Shri S. C. Sethi (W.W. 3) about it and he had to admit:—

"It is true that Babulal, Abdul Jabbar, Ram Dutt Trivedi, Puran, Ramchandra, Premi, Guha, Vishnu Prasad and Ram Dayal were let off and eight workmen under reference were found guilty of the charges levelled against them and were dismissed. I admit that the same prosecution witnesses were examined on identical charges against the nine workmen who were acquitted and the eight who were convicted and they had made similar statements in their examination-in-chief."

45. When questioned about the differences in the findings in the charge sheets against Baijnath (Haulage Driver) and Abdul Jabbar (Clipper), who were both charged under charge sheets No. 7234 and 7232 respectively, with having assaulted Satya Narayan Singh and the reasons why on the identical evidence of the two prosecution witnesses namely K. P. Paroha and Rajendra Prasad, the one had been convicted and the other acquitted (Ex. E. 5), witness S. C. Sethi (W. W. 3) was driven to say that Baijnath was found guilty because of the answers given by him at the enquiry to question in cross-examination by the members of the Enquiry Committee. I have been taken through the questions put by the Enquiry Committee in cross-examination to Baijnath on that charge and I find nothing to justify such an inference, being drawn from any of the answers given by Baijnath. Besides, if that were the reason, for convicting Baijnath one would have expected

the enquiry committee to have stated so in its report and made a reference to the particular question and answer which went against him. But his next answer shows that the finding of guilt or innocence did not depend upon the evidence given at the enquiry because Shri Sethi went on to say:—

"I say I found Baijnath guilty on charge sheet No. 7234, because I had found him guilty on charge sheet No. KC/10/7378."

Now, charge sheet No. 7378 related to quite a different incident which had taken place on 7th June 1959, that charge being of his having incited workmen to commit violence on colliery offices, whilst charge sheet No. 7234 related to quite different incident of 24th June 1959, of his having assaulted along with 4 other workmen, Satya Narayan Singh in the lamp room, and the witnesses for the 2 incidents were also different.

46. When an accused is found guilty on one charge which is quite different and which had taken place on quite a different date and on evidence which is also quite different, because the same accused had been found guilty on another charge for a different and distinct offence which had taken place on a different and later date, it cannot but be held that the management if it has not acted with ulterior motives has at least acted in a capricious manner, resulting in the finding being vitiated.

47. The union has next complained that pre-determination of the committee to convict the accused is also shown from the manner in which at the enquiry they put searching questions in cross-examination to the accused and did not put any questions to the prosecution witnesses and that whenever questions were put to prosecution witnesses, it was only to fill in lacunae which had been left in their statements before the enquiry committee. I think this grievance of the union is justified. It is clear from the record of the enquiry that to each accused person after he had made his statement before the enquiry committee the members of the enquiry committee put searching questions in cross-examination; that those questions were in the nature of cross-examination is itself explicitly so stated in the enquiry record. No doubt the members of an enquiry committee in a domestic enquiry are entitled to question the accused persons, but in this case, as I have pointed out earlier, there was no officer on behalf of the management who conducted the case for the management at the enquiry; it is not even known how the witnesses came to the enquiry, who brought them there and who examined them. On top of all this, when each accused was searchingly cross-examined by the member of the enquiry committee, who abstained from questioning the prosecution witnesses except to elicit more implicating answers against the accused, the charge of the workmen that the members of the enquiry committee had constituted themselves into both prosecutors and judges, appears to be not without substance. For instance, in the charge against Raja Ram—charge sheet No. 7211, of having tried to assault S. R. Mehta, one of the witnesses Hasmuddin, had in his examination in chief, failed to give details about what weapons the various members of the crowd who are alleged to have rushed to assault S. R. Mehta were carrying. Therefore on completion of his statement before the committee, the members of the enquiry committee put him a series of questions, obviously with the view to his evidence corroborating the evidence of S. R. Mehta, who had been examined earlier. It was after he had been thus questioned, that the accused was asked to cross-examine this witness. I have gone through the evidence on this charge sheet against Raja Ram and it does seem to me that the questions put by the members of the enquiry Committee do appear to be with the motive of bringing on record answers, which helped to corroborate the evidence of Shri S. R. Mehta and to fill in certain lacunae and to bring in facts about the accused, which would be damaging to his defence.

48. The union also contended that certain witnesses were examined at the enquiry without the accused knowing whose witnesses they were—whether for the prosecution or the accused. For instance, G. D. P. Mehta, an Assistant Manager of the Colliery, gave evidence in the enquiry on charge sheet No. 7204 against Ram Narain, Head Trammer, of having assaulted Shri Madan Mohan Singh, near the incline mouth. Similar charge was also levelled against Shri Amritlal, Timberman, (charge sheet No. 7205). The operative parts of the common charge sheet against both Ram Narain and Amritlal, dated 5th June, 1959, were as follows:—

1. Shri Ram Narain, Head Trammer.
2. Shri Amritlal, Timberman.

5th June, 1960—K.C. 10/7204, 7205."

## 49. You are charged with the following:—

That on 26th April, 1959, at about 7 A.M. you along with Shri Amritlal, Shri Ram Narain, Shri Abdul Jabbar, Turbine Driver, Shri Mohamed Yakub, Plate Layer, Mistry and Shri Ram Karan Clipper assaulted Shri Madan Mohan Singh, Tub-writer near incline mouth, resulting in grievous injuries to his person. This constitutes misconduct under clause (5) of standing order No. 16.

50. It may be stated that Abdul Jabbar, Mohamed Yakub and Ram Karan were 3 of the 10 accused in the Sessions Case and no charge sheets were served or enquiry held against them. In his evidence in court, G. D. P. Mehta (W.W.4) stated as follows:—

"It is true that I had made a statement before the enquiry committee in charge-sheet No. 7204 against Ram Narain. The charge against Ram Narain was of having assaulted Shri Madan Mohan Singh. I was called by the enquiry committee to make my statement in this case. I appeared in this case as witness for the defence. After going through the enquiry records in the case of Ram Narain E. 1(c), I say that there is no record in those proceedings of my having been cited as a witness for the defence *i.e.* for Ram Narain. This does not mean that I did not know on whose behalf, whether for the prosecution or the defence, I was appearing as a witness. My statement was with regard to the incident in which Ram Narain was concerned. When I appeared before the enquiry committee, I was told I was appearing as witness for Ram Narain. I was told this by the members of the enquiry committee."

Yet if one turns to the record of the enquiry on charge sheet No. 7204 against Ram Narain, it is quite clear that Shri G. D. P. Mehta was examined as a witness for the prosecution because after his statement was recorded, the accused Ram Narain had cross examined him and his answers in cross-examination have been recorded under the heading:—

"Cross-examination by Shri Ram Narain."

It was also after G. D. P. Mehta's evidence was concluded, that Ram Narain was asked to make his statement.

51. Yet, the most surprising point is that on charge sheet No. 7205 against Amritlal, in respect of the same incident, Shri G. D. P. Mehta was one of the members of the enquiry Committee.

52. What is clearly established from the above is that whilst Ram Narain and Amritlal were jointly charged with having together assaulted Madan Mohan Singh, there were separate enquiries in respect of the charge held against these two accused. In the enquiry against Ram Narain (7204), the members of the enquiry committee were:—

1. R. S. Sandhu
2. K. Bhattacharya
3. S. C. Sethi
4. E. L. Warren.

and one of the prosecution witnesses was Shri G. D. P. Mehta, Assistant Manager (W.W.3), whilst in the enquiry against Amritlal, on exactly the same charge, the very same Shri G. D. P. Mehta, had acted as a member of the enquiry committee because the record of the enquiry against Amritlal in charge sheet No. 7205 shows the members of the enquiry committee to be:—

1. R. S. Sandhu—Assistant Manager.
2. G. D. P. Mehta—Assistant Manager.
3. K. Bhattacharya—E. and M.E.
4. E. L. Warren.
5. S. C. Sethi.

It is further noticed that the finding report against Amritlal including the finding on charge sheet No. 7205, is signed also by Shri G. D. P. Mehta. Thus, in respect of one and the same offence or misconduct—Shri G. D. P. Mehta, Assistant

Manager, (W.W.3) was examined as a prosecution witness at the enquiry on that charge against one accused namely Ram Narain and he acted as a member of the Enquiry Committee in the charge against Amritlal, the other co-accused. I have not the least doubt in my mind that Shri G. D. P. Mehta (W.W.3) was telling an un-truth in the witness box when he stated that in the departmental enquiry on charge sheet No. 7204 against Ram Narain, he had given evidence as a defence witness. From the record it is quite clear—beyond the least shadow of a doubt, that he was called and examined as a prosecution witness, and that is why the accused was allowed to cross-examine him and it was after Shri G. D. P. Mehta had been cross-examined by Ram Narain, that the statement of Ram Narain was recorded at the enquiry. I may state that in all these enquiries, it is only after all the prosecution witnesses are examined, that the statement of the accused persons was recorded by the committee and it is clear to me that the same procedure was followed in the enquiry in charge sheet No. 7204 against Ram Narain.

53. In my opinion when separate enquiries are held in respect of the same charge sheet against two co-accused persons and that too by 2 different enquiry committees and when in one enquiry an officer who has given evidence as prosecution witness in the enquiry against one accused, sits as a member of the enquiry committee against the other co-accused, such an enquiry becomes vitiated, as violating the rules of natural justice.

54. I shall now briefly deal with the union's above contentions with regard to the enquiry on each of the 8 dismissed workmen covered by this reference:—

1. *Shri Deonath—Trammer* (Serial No. 1 in the Schedule).

55. Shri Deonath, was served with 2 charge sheets No. 7224 and 7221 both, dated 5th June, 1959. The enquiry proceedings with regard to him are on record as Ex. E(1)F. Now, under charge sheet No. 7224 Deonath was charged with 2 misconducts (1) of having at about 8 A.M. on 26th April, 1959, assaulted Shri Syed Ahmed alias Barkoo, first while he was coming out of the mine and then chasing him towards Pasan Village and of over taking him at Pasan Tank and of having assaulted him so mercilessly that he succumbed to his injuries (2) that on the same day i.e. on 26th April, 1959, at about 8-30 A.M. while returning from Pasan Tank after grievously assaulting Shri Syed Ahmed alias, Barkoo who died subsequently he along with the above named persons entered the quarters of Shri Girja Shankar, Pump Driver, in Labour Camp No. 2 and laboured Shri Girja Shankar and Shri Baijnath, Miner, causing serious injurious to their persons. The same charge was also made against Shri Ram Ratan Yadav, Fitter (charge sheet No. 7222) and Shri Devi Din, Miner (charge sheet No. 7223). The body of the charge sheet also named (1) Mohamed Yakub, (2) Dina Nath, (3) Abdul Jabar, (4) Ram Ratan, (5) Phulchand, (6) Surender Singh, (7) Ram Karan, (8) Hira Singh, (9) Sipaya and (10) Ajabdas, who had been arrested and charged by the Police in connection with the killing of Shri Syed Ahmed alias Barkoo, as having been guilty of these offences, but no charge sheets were issued on these 9 persons by the managements nor was any enquiry held against them, evidently as the police had by then arrested these nine workmen.

56. By charge sheet No. 7221, Deonath, was charged along with Shri Babulal, Fitter (charge sheet No. 7217), Shri Ram Ratan Yadav, Fitter I/C (Charge Sheet No. 7218), Shri Venkat (charge sheet No. 7217) Haulage Driver and Shri Gua, Miner (charge sheet No. 7220) with having at about 7-15 A.M. on 26th April, 1959 assaulted Shri Kapilda Explosive Carrier, near the Pit Head Bath resulting in grievous injuries to his person.

57. In his reply, dated 6th June, 1959, to these charge sheets Deonath denied both the charges as being false. He stated that after leaving duty, he had gone home and that he had no hand in assaulting any one.

58. The Union's grievance against the enquiry in the charge sheet No. 7224 is:—

1. That Separate enquiries were held against Deonath, from the other accused in the same charge sheets.
2. That on the same oral evidence, another co-accused, Ram Ratan Yadav in charge sheet No. 7224 was let off.
3. Deonath's witnesses were not examined.
4. There was material discrepancy in the evidence of the witnesses.
5. Inconsistent statements were made by witness Shyam Narayan as to where he was at 7-15 A.M. In Chotte Khan's case he had stated that at 7-15 A.M. he was in the Pit Head Path, yet in Deonath's case he stated that at 7-15 A.M. he was at the incline mouth.

6. Witness Shyam Narayan Singh has given evidence in which he says he was—witness to assaults on (1) Barkoo (2) Madan Mohan Singh, and (3) Madan Mohan Singh at the Pit Head Bath. He has witnessed 3 incidents at different places at the same time, yet the Enquiry Committee has accepted his evidence.
7. In the Sessions Court proceedings no one mentioned Deonath's name in connection with the beating and killing of Barkoo, neither was his name mentioned by any witness in connection with the assault on Baijnath and Girja Singh and or Kapildeo Singh.
8. That 10 persons were found guilty and convicted by the Sessions Court for the killing of Barkoo; that 7 persons were found guilty and convicted by the Sessions Court for assaulting Baijnath and Girja Singh.
9. That an *ex parte* enquiry was held against Baijnath on Part II of charge sheet No. 7224; Deonath did not know that a second and separate enquiry was to be held on the second part of (charge sheet No. 7224) and therefore he did not attend the enquiry.
10. That the enquiry report against him has been signed only by Shri Sethi holding him guilty on all the 3 charges—though on charge sheet No. 7224 (Part I) the enquiry officers were:

1. Shri Bhattacharya and
2. Shri S. C. Sethi.

and in charge sheet No. 7224 (Part II) the enquiry officers were:—

1. Shri S. R. Sandhu.
2. Shri Bhattacharya and
3. Shri S. C. Sethi.

and in charge sheet No. 7221 the enquiry officers were:—

1. Shri Sandhu
2. Shri K. Bhattacharya and
3. Shri S. C. Sethi.

59. That whilst there is one endorsement that Shri S. R. Sandhu could not sign the enquiry report—which endorsement as I have already held appears to have been subsequently made—there is no explanation as to why Shri K. Bhattacharya, did not sign the enquiry report against Deonath.

60. That the enquiry committee proceedings in charge sheet No. 7221, the names of members of the enquiry committee and other particulars are written in a separate small piece of paper, and the record of the enquiry starts on a separate sheet.

61. Kapil Deo—the workman alleged to have been assaulted did not mention Deonath's name as one of his assailants—in the Session's Case.

62. I am therefore satisfied that the enquiry against Deonath in both these charge sheets has been vitiated by material irregularities and by failure to observe the rules of natural justice.

63. I therefore held that Deonath's dismissal from service was not justified.

64. I shall next deal briefly with the case of Shri Amritlal (Serial No. 2 in the Schedule).

65. Three charge sheets were served against him, being charge sheets No. 7205, 7215 and 7236.

66. By charge sheet No. 7205 Amritlal was charged with having beaten up Madan Mohan Singh at the Incline Mouth, at 7 A.M. on 26th April, 1959. The union has urged the same objections against the enquiry on this charge as against the enquiry on charge sheet No. 7204 against Ram Narayan one of the co-accused in the incident. Apart from the discrepancies in the evidence there pointed out the other defect is that whilst the enquiry proceedings show that the members of the enquiry committee in charge sheet No. 7205 against Amritlal were:—

1. Shri S. R. Sandhu—Assistant Manager.
2. Shri G. D. P. Mehta—Assistant Manager.

3. Shri K. Bhattacharya—Electrical & Mechanical Engineer.
4. Shri E. L. Warren, and
5. Shri S. C. Sethi,

the enquiry report is signed by only 3 members namely, Shri S. C. Sethi, Shri K. Bhattacharya, and Shri G. D. P. Mehta. It is significant that whilst there is one endorsement in ink that Shri Sandhu could not sign the enquiry report, because he had left the colliery there is no endorsement explaining why Shri E. L. Warren had not signed the report. As I have stated earlier the explanation that Shri E. L. Warren did not sign the report because he was an observer is in my opinion a false one.

67. With regard to charge sheet No. 7215, attempted assault on S. R. Mehta, the Union has argued that on identical evidence other co-accused on the same charge namely Premi, Kuware and Guha have been let off; that on the charge of assaulting S. R. Mehta, 9 workmen were mentioned in the charge sheet including Ram Ratan, Phulchand and Surendra Singh, against whom no enquiry was held by the management evidently because they had been arrested by the Police. They were subsequently convicted by the Sessions Court. Of the remaining six, as stated earlier Premi, Kuware and Guha were acquitted on the identical evidence but Amritlal Raja Ram and Jung Bahadur were convicted. Though Shri R. S. Sandhu, E. L. Warren and S. C. Sethi were the enquiry officers, the Enquiry Report bears the signature of only S. C. Sethi, of the three and does not bear the signatures of the other two members.

68. Charge sheet No. 7236 was for beating up K. D. Malhan—at the Incline Mouth and causing him grievous injuries. The union has argued that the enquiry was vitiated for the following reasons:—

1. K. D. Malhan was not examined as a witness.
2. Shri G. D. P. Mehta who was one of the members of the enquiry committee had personal knowledge of the assault, as stated earlier.
3. On identical evidence 2 other co-accused Premi and Kuware were let off.
4. In the Sessions Case [See para 25(h) of the judgment] no one mentions, not even K. D. Malhan, that Amritlal has assaulted him but other workmen were convicted for having beaten up K. D. Malhan and causing him grievous hurt.
5. That Shri K. Bhattacharya who was not a member of the enquiry committee on charge sheet No. 7236, had also signed the enquiry report.

69. I am satisfied that it must be held that the enquiry against Amritlal for the reasons stated above was vitiated for material irregularities and it must also be held that the rules of the natural justice were not followed.

70. I, therefore, hold that the dismissal of Shri Amritlal was not justified.

**Bhag Balli—Trammer.**

71. He was served with 2 charge sheets No. 7228 and 7207 [See Ex. E. 1 (G)]. By charge sheet No. 7207, he was charged with having, along with 4 other workers, assaulted Laloo Singh, Trammer, near the incline mouth, and causing him injuries. The assault is alleged to have taken place at 7 A. M. near the incline mouth. By charge sheet No. 7228 he, along with Ram Charan, Head Trammer (charge sheet No. 7229) and Shri Devi Din, Miner, (Charge sheet No. 7230) was charged as follows:—

“That on 26-4-1959 after assaulting Laloo Singh near the incline mouth you alongwith as above and plus Shri Ram Narain, Head Trammer, Mohamed Hussain, Filter, Vishnu Prasad, Filter Helper, chased him to the house of Shri Jagat Singh in Pila Dafai and in spite of his having bolted the door broke open the door assaulted Shri Laloo Singh again resulting in grievous injuries to his person.”

Bhag Balli by his explanation denied both charges.

72. The Unions submissions are—

- (1) that on identical oral evidence in respect of the incident of charge sheet No. 7228, the other co-accused Ram Charan, and two other charge sheeted persons Mohamed Hussain (7226) and Vishnu Prasad (7227), were let off.

(2) Though the incident in charge sheet No. 7228 was in continuation of the incident in charge sheet No. 7207, the assaulted person Laloo Singh, gives his statement in charge sheet No. 7207 in the enquiry in that charge sheet, but his original statement in respect of the incident covered by charge sheet No. 7228 is made in enquiry against some other co-accused in that charge sheet. It is also worthy of note that though the 2 assaults on Laloo Singh are continuing offences, the members of the enquiry committee as far as Bhag Balli is concerned on the 2 charge sheets are different. The enquiry report is a common report signed by Shri S. C. Sethi and Shri K. Bhattacharya, though Shri Bhattacharya was not a member of the enquiry committee on charge sheet No. 7207, in which enquiry the members of the committee were only Shri R. S. Sandhu and Shri S. C. Sethi. The enquiry report is a short document and may be reproduced in full:—

"Shri Bhag Balli—Trammer charge sheet Nos. KC/10/7228 and 7207 dated 5-6-1960. Shri Bhag Balli, Trammer was charged for chasing with intention of assaulting Shri Laloo Singh and later assaulting him in the house of Jagpat Singh in Pila Dafai. From the evidence before the committee, it is proved that Shri Bhag Balli is guilty of the charge levelled against him.

In view of the past record of disorderly behaviour and above misconduct the committee recommends his dismissal from the employment of the company's service."

The Union's complaint is that Bhag Balli was not even aware that there was any record of disorderly behaviour in the past against him and that he was not shown any such record. The management has not even at the enquiry before me shown any adverse entry in the service record of Shri Bhag Balli. Besides, it is strange that the members of the Enquiry Committee should, at the time of making their report, have been in possession of the bad past record of Shri Bhag Balli if it was only an investigating or fact finding committee as argued by Shri Pai for the management.

73. That though the enquiry on charge sheet No. 7228 against Bhag Balli was held on 1-7-1959, and Shri Sandhu, was admittedly a member of enquiry committee he had not signed the enquiry proceedings of that date and an endorsement is made by Shri S. C. Sethi that Sandhu could not sign the proceedings because he had left the colliery; though it is admitted that he left the service of the company later on 17-7-1959. The same also applies about the similar endorsement about Mr. Sandhu not being able to sign the enquiry proceedings of 28-6-1959 in charge sheet No. 2707.

74. I am therefore satisfied that there were material irregularities in the enquiry on the charge sheets against Bhag Balli and that the enquiry did not follow the rules of natural justice and was thus vitiated. I am therefore satisfied that the dismissal of Shri Bhag Balli was not justified.

#### *Baijnath—Haulage Driver.*

75. I shall next deal with the case of Shri Baijnath, Haulage Driver. He was served with 2 charge sheets Nos. 7234 and 7278.

76. Charge sheet No. 7234 dated 5-6-1959 was that he assaulted Satya Narayan, In the lamp room at about 7.30 A.M. on 26th April 1959. The other accused in the charge were Shri Puran, Shri Abdul Jabbar, Shri Raja Ram and Shri Shiv Dayal. The union has pointed out that on the same evidence on which Baijnath was convicted, his other co-accused, Puran and Abdul Jabbar were let off. It has further pointed out that nine other workers were charged before the Sessions Court, with having assaulted Satya Narayan Singh in the lamp room on 26-4-1959 and all of them have been convicted by the Sessions Court and that neither Satya Narayan nor any of the other witnesses had mentioned the name of Shri Baijnath as being one of the assailants of Satya Narayan [Ex. W-5 p. 18] para 22 (b)]. The Union has also urged the other objections in respect of the enquiry on charge sheet No. 7234 against Shri Baijnath as it has urged in the enquiry against Deonath, Amritlal and the other dismissed workmen. In this case also, though on charge sheet No. 7234, the Enquiry Committee consisted of Shri R. S. Sandhu and Shri S. C. Sethi, the enquiry report has only been signed by Shri S. C. Sethi. The union has also made the same complaints regarding the endorsements in the ink in the body of the enquiry proceedings as it has made in the cases of the other workmen. I am, therefore, not satisfied that the enquiry on

charge sheet No. 7234 was regular or proper. In my opinion it was vitiated for material irregularities and also because it did not conform to the rule of natural justice.

77. Shri Baijnath was however, served with another charge sheet, being charge sheet No. 7378 dated 11-6-1959, in which he was charged with having on 7-6-1959 at about 3 P.M. incited some workers to commit violence on the colliery officers in general and against the Electrical and Mechanical Engineer of the colliery in particular. He was called upon to submit his written explanation within 48 hours and to attend an enquiry to be held by the enquiry committee on 13-6-1959. In his written explanation to that charge sheet dated 15-6-1959, he had stated that he had told the workmen who had assembled at the incline mouth at that time:—

"Bhaiyo Pati Pati Katne se kiya faida? Katna hi hai to Jad kato; kyon ke jinhong marpeet kiya vebhi hamare hi tarah mazdoor bhai hai, unkounchkane ya bhadkanewale Engineer Sahib hain kyon na unse poochha jave ki ham gharib mazdooron ko pitvane men aapko kiya milta hai."

Translated it means that he told the workmen,—

'Brothers, what is the advantage in cutting off one leaf after another. If you want to cut, cut the root. Because those who have indulged in marpeot' are our mazdoor brothers. The person who is responsible for inciting and rousing them is the Engineer Sahib. So why would he not be asked what he was getting by having us poor labourers beaten.'

At the enquiry on this charge sheet the management recorded the statement of Girja Singh, Pump Driver and Madan Mohan Singh. Girja Singh in his evidence stated that he had heard Baijnath telling workers who were assembled near the incline mouth at 3 P.M. on 7-6-1959 that it was no use fighting among themselves and at this time we should beat the Manager Sahib and other Officers including the Engineer Sahib and on hearing these words he (Girja Singh) proceeded to the Engineer's Office. Girja Singh was cross-examined by Baijnath and the cross-examination shows that Girja Singh was one of those persons who had been assaulted during the rioting on 26-4-1959 and that he had been in hospital and that he had resumed duties only from 5th June 1959. Madan Mohan Singh, the second witness in his evidence stated that at 3 P.M. on 7-6-1959 he heard Baijnath tell the crowd of 40 to 50 people who were standing near the incline mouth that this time they should beat the Manager, Engineer and other officers of the Colliery and that on hearing this he proceeded further to one Seva Singh's shop and did not hear anything more. He was cross examined by Baijnath and he named some of the workmen who according to him were present there.

78. After the statements of these two witnesses were recorded, Shri Baijnath made his statement in which he stated that he had addressed the group of workmen in the manner he had stated in his written statement to pacify them because he had heard that Lalji and Faiz Mohamed had beaten Pitamber, Miner, while he was going to Kotma, and that the workmen wanted to go to Kotma or Goinda to find out who had beaten Pitamber, but that he had instead persuaded them to go to work by telling them that the proper thing to do was to ask the Electrical and Mechanical Engineer, why he was harrassing the workmen. According to him he used the expressions about "Jad Kato" in that sense. Thereafter, the statements of two other workers Amritlal and Kuware were recorded, Kuware in his statement has referred to Baijnath having used the expressions 'Jad Kato.'

79. However, from Baijnath's explanation to the charge sheet and the evidence of his witness Kuware it does appear that he had urged the workmen to cut the trouble at the root—"Jad Kato"—and that he had used that expression with reference to the Electrical and Mechanical Engineer. The company's contention is that these words were used to excite the workmen to attack the Electrical and Mechanical Engineer, whilst Baijnath's explanation was that he used these expressions to pacify the workmen. The construction put by the management on the words used by Baijnath is a possible one, and though the procedure followed at the enquiry on this charge sheet No. 7378 is defective, the fact that Baijnath admits in his written statement and in his statement before the enquiry committee that he had used this expression, would justify the management holding him guilty on charge sheet No. 7378.

80. Besides, Baijnath is one of the 3 dismissed workmen concerned in that reference who were bound over to keep the peace by the decision dated 14-6-1960 of the Sub-Divisional Magistrate Shahdol, in proceeding under Sections 107/116 of the Cr. Procedure Code.

81. I, therefore, feel that I would not be justified in interfering with the punishment of dismissal against Baijnath and I hold in his case that the dismissal of Shri Baijnath was justified and he is not entitled to any relief.

*Ram Narayan—Head Trammer*

82. I shall next take the case of Shri Ram Narayan—Head Trammer—Serial No. 5 in the Schedule to the Order of Reference.

83. Shri Ram Narayan was charged under two charge sheets No. 7204 and No. 7225.

84. Under charge sheet No. 7204 he was charged with having along with Amritlal (7205) assaulted Madan Mohan Singh, tub-writer, at the incline mouth at 7 a.m. on 26-4-1959. The body of the charge sheet also stated that Shri Abdul Jabbar, Turbine Driver, Shri Mohamed Yakub, Plate layer, Mistry and Shri Ram Charan, Clipper, had also taken part in assaulting Laloo Singh, along with Ram Narayan and Amritlal.

85. I shall first dispose of this charge sheet. I have already pointed out the defects in the enquiry on this charge sheet when dealing with the case of Shri Amritlal and in the discussions at paras 48 to 53 of this Award and I do not consider it necessary to dilate on those points any further at this stage. The union has also referred to several inconsistencies in the evidence. It has pointed out that since both these incidents are alleged to have taken place at 7 A.M. it was impossible for Ram Narayan to have been chasing Laloo Singh at the incline mouth and at the same time to have beaten him up in the house of Shri Jagpat Singh in the Pila Dafai, which admittedly is at a distance of about three furlongs from the incline mouth. The union has also pointed out the discrepancies in the number of persons alleged to have taken part in the assault as stated by the prosecution witnesses. It has pointed out that Madan Mohan Singh, in his evidence had named 9 persons, witness Jagpat Singh had named 5 persons, another witness Shyam Narayan Singh had named 10 persons and actually only 4 were charge sheeted. The union has also pointed out the impossibility of witness Shyam Narayan Singh having witnessed the alleged assault on Madan Mohan Singh because he has also given evidence in other cases in which he was witness at the same time to assaults at the pit head bath and is also witness to the murder of Syed Ahmed alias Barkoo which incidents all took place at different places. In Deonath's case, Shyam Narayan Singh had stated that at the time of the rioting he was standing near the "chabutra", which is quite a different place. In my opinion, these are additional grounds which do not justify conviction of Ram Narayan under charge sheet No. 7204.

86. The second charge (7225) against Shri Ram Narayan was of having, along with two other accused persons, Mohamed Hussain, Fitter (7226) and Shri Vishnu Prasad, Fitter Helper (7227) chased Shri Laloo Singh trammer, into the house of Shri Jagpat Singh in pila Dafai and in spite of his having bolted the door, they along with others, broke open the door and assaulted Laloo Singh resulting in grievous injuries to his person. It may be stated that the body of the charge sheets No. 7225, 7226 and 7227 also mention the names of Bhag Balli (Trammer), Ram Charan (Head Trammer) and Devi Din, Miner, of having assaulted Shri Laloo Singh. Now, it is admitted that for the same incident of beating up Laloo Singh ten accused were arrested by the police who were convicted by the Sessions Court. This is clear from paragraphs 18(a), (b) and (d) of Ex. W-5 which is the Judgment of the Sessions Judge Umaria.

87. I may state here that I have looked into the Judgment of the Sessions Judge, Umaria (Ex-W-5) only for the limited purpose of ascertaining who were the accused persons in those proceedings and in respect of what charge they were convicted. I may further state that both parties relied upon the judgment of the Sessions Court for their respective contentions and that copy of the judgment was taken on file by consent of the parties. It has been numbered as Ex-W-5 because it was produced by the Union. The point however, is that Laloo Singh in the Sessions Court has not mentioned the name of Ram Narayan as having charged him or of his being one of his assailants nor was Ram Narayan arrested at the time by the Police. In respect of the offence of beating up Laloo Singh the Police had arrested and prosecuted 10 other persons. The Union has also urged that on the identical oral evidence, other co-accused namely Mohamed Hussain, Vishnu Prasad and Ram Charan, had been let off.

88. The union has further urged that the enquiry against Ram Narayan under charge sheet No. 7204 suffered from the fact that Shri R. S. Sandhu and Shri E. L. Warren who were enquiry officers had not signed the enquiry proceedings

nor had they signed the enquiry report. It has further pointed out that the enquiry on charge sheet No. 7204 was held on 10-6-1959 yet the same had not been signed by Shri R. S. Sandhu who on the admission of the company had left the service of the colliery much later i.e. on 17-7-1959. It is also clear that the endorsements about Shri Sandhu having left the company's services and therefore he could not sign the enquiry proceedings have been subsequently made. The Union has also pointed out that in charge sheet No. 7225 Shri K. Bhattacharya was not a member of the Enquiry Committee and yet the Enquiry Report which is the common report on charge sheets No. 7204 and 7225 is signed by Shri K. D. Bhattacharya. I accept these contentions of the union and hold that the enquiry on Ram Narayan was vitiated by material irregularities and for failure to observe the rules of natural justice and therefore the order of dismissal against him is not justified.

*Chhotte Khan—Head Trammer*

89. The next dismissed person is Shri Chhotte Khan, Head Trammer. By charge sheet No. 7199, Chotte Khan along with Ram Dutt Trivedi, Raising in charge, Shri R. P. Sharda, Mining Sirdar, Mohd. Hussain, Fitter and Shri Vishnu Prasad, Fitter Helper, were charged with having at 7.15 A.M. on 26-4-1959 assaulted Shri Madan Mohan Singh, tub writer, near pit head bath resulting in grievous injuries to his person. Chotte Khan by his written explanation dated 6-6-1959, denied the charge. The enquiry Committee in Chotte Khan's charge sheet (No. 7199) consisted of 4 persons, Shri R. S. Sandhu, Shri K. Bhattacharya, Shri E. L. Warren and Shri S. C. Sethi. The enquiry was held on 11-6-1959, but the proceedings [Ex. E-1(h)] have been signed only by Shri K. Bhattacharya and Shri S. C. Sethi and not by Shri E. L. Warren and Shri R. S. Sandhu, though Shri R. S. Sandhu was admittedly in the service of the company on 11-6-1959. The endorsement at the foot of the enquiry proceedings that Shri R. S. Sandhu could not sign the enquiry proceedings is clearly written later. Similarly, the enquiry report is signed by only Shri Sethi and Shri Bhattacharya. The enquiry report bears no date and the endorsement that Shri Sandhu could not sign the enquiry report is also clearly subsequently written. The Union has further pointed out that the finding of guilt against Chotte Khan was capricious as on the identical oral evidence the 4 other workers charged with the offence of beating up Shri Madan Mohan Singh, have been acquitted, but on the same evidence Shri Chhotte Khan, was convicted. It has further pointed out that under charge sheets No. 7204 and 7205 Amritlal and Ram Narayan, had been charged with having assaulted the same worker Madan Mohan at the same time at the incline mouth, and that the distance between the pit head bath and the incline mouth was of about 300 yards. The company, however, stated that the distance was 150 yards. Even so, it would be impossible for 2 separate assaults to take place at these two different places at the same time. The union has adopted the same submission in this case as it has made in the case of Shri Ram Narayan, in charge sheet No. 7204. The Union has urged, and I think with justification, that the persons who had really assaulted Madan Mohan Singh at the pit head bath were the persons who had been arrested and prosecuted by the police and who were subsequently convicted and not Chotte Khan, who had been falsely implicated. It is impossible to believe that if Chotte Khan had also really assaulted Shri Madan Mohan Singh at the pit head bath, he (Madan Mohan Singh) should have failed to mention Chotte Khan as one of his assailants to the police, to whom he could mention the names of his other assailants and get them prosecuted. For the reasons stated above, I hold that the enquiry against Shri Chotte Khan was defective in material respects and the rules of natural justice were not observed. It may be mentioned here that the enquiry report states that in recommending the dismissal of Chotte Khan the Committee had also before it the conduct report of Shri Chotte Khan on past occasions and that those had been taken into consideration while arriving at the recommendation to dismiss him from service. The order of dismissal dated 21-8-1959, also states that his past record was taken into account in passing the order of dismissal but Chotte Khan was never shown or questioned about his past record, nor was his record produced at the hearing. Surely, if his past record was of one of the considerations for dismissing him from service, the management should have confronted him with that record and asked him to show cause why he should not be dismissed. However, it is admitted that Chotte Khan, is one of the persons bound over under the order of the Sub-divisional Magistrate Shahdol dated 14-6-1960, in proceedings under sections 107/116 of the Criminal Procedure Code.

90. For all these reasons, I hold that the management of Kotma Colliery was not justified in dismissing Chotte Khan from service.

*Jung Bahadur Singh—Tinberman.*

91. I shall next discuss the case of Shri Jung Bahadur Singh. He was served with charge sheets being Nos. 7213 and 7238.

92. In charge sheet No. 7213, he was charged along with Raja Ram (7211) Premi (7212), Kuware (7214), Shri Amritlal (7215) and Shri Guha (7217) with having on 26-4-1959 at about 7 A.M. along with Shri Ram Ratan, Plate Layer, Cooly. Shri Phoolchand and Shri Surrendra Singh Water Bailers, rushed towards S. R. Mehta, Head Over man with common intent to assault him. The charge sheet stated that Shri Mehta was on duty at the time and that he had managed to escape by concealing himself.

93. Jung Bahadur by his written explanation dated 6-6-1959 denied both the charges, which he characterised as being entirely false.

94. Now, the record [Ex. E-1(e)] shows that in the enquiry on the charge sheet No. 7213, the Enquiry Officers were (1) Shri R. S. Sandhu, (2) Shri E. L. Warren and (3) Shri S. C. Sethi. The enquiry Report which is a common one on charge sheets Nos. 7213 and 7237 is signed by Shri S. C. Sethi and Shri G. D. P. Mehta and has not been signed by Shri R. S. Sandhu and Shri E. L. Warren. Though the enquiry proceedings on this charge sheet was held on 12-6-1959 Shri Sandhu, who is stated to have left the services of the colliery only on 17-7-1959, and Shri E. L. Warren, did not sign the enquiry proceedings of that date and the enquiry proceedings have only been signed by Shri S. C. Sethi, who has put his signature along with Jung Bahadur, which would only mean that they had signed the proceedings that very day i.e. on 12-6-1959. There is, however, an endorsement in ink to the effect that Shri Sandhu could not sign the above proceedings as he had left the company's services. In my opinion, this endorsement was subsequently made and is besides a false one, in as much as Shri R. S. Sandhu was in the Colliery on 12-6-1959, as he had admittedly attended other enquiry proceedings at a later date in his capacity as enquiry officer.

95. The union has pointed out that in this case there were only two prosecution witnesses examined viz., Shri S. R. Mehta and Shri Hassanuddin and that their evidence was common against all the six accused in charge sheet No. 7213, yet on this common evidence, Guha, Kuware and Premi were let off by the enquiry committee and the remaining three, namely Jung Bahadur, Raja Ram and Amritlal were found guilty and dismissed. The union has pointed out that in the finding in the case of Guha (7220) the committee had found that Guha was not at the colliery. This statement was believed though S. R. Mehta, in his evidence at the enquiry had stated clearly that he had seen Guha with the other accused. In the committee's report in Kuwar's case (7214) Guha was given the benefit of doubt because there was an element of doubt about the timing. But both S. R. Mehta and Hassan Uddin in their evidence at the enquiry had stated that they had seen Kuware with the other 5 persons and Kuware was carrying an axe. Premi (7212) was let off because of his personality, his past service and the position held by him, though S. R. Mehta in his evidence had clearly stated that Premi had rushed towards him with an stick in his hand. From this, it is clear that the findings of the Committee on charge No. 7213 is also vitiated by the being capricious and discriminatory and that the enquiry committee had irrespective of the evidence made up its mind whom to convict and whom to let off.

96. With regard to charge sheet No. 7238, the charge against Jung Bahadur is that he had, along with Amritlal (7236) Shri Kuware (7237) and Shri Premi (7239) assaulted Shri K. D. Malhan, tub checker, near the incline mouth resulting in grievous injuries to his person. The enquiry on charge sheet No. 7238, was held on 26-6-1959 when statements of two witnesses, one Gulab Singh and the other Ravendar Pal Singh were recorded and both stated that they had nothing to add to what they had stated in their respective statements in the enquiry against Amritlal. They further stated that in addition to that Shri Jung Bahadur was also present and was one of the assailants. Jung Bahadur in his statement before the committee stated that that morning he had come to duty at 6-30 A.M. and lifted his token and taken oil then he proceeded towards travelling road to the incline mouth. When the 'Hulla' started he proceeded behind the haulage surface. He had an injury on his right middle finger. That while going to the haulage he was accompanied by 4 persons viz.—Bhola, timber man. Asram, timber man, Sonsai, plate layer and Sonal, plate layer. Till the trouble quietened down he was sitting there, thereafter he put back the token and went down the mine. Jung Bahadur was searchingly cross-examined by the enquiry committee but

he clearly adhered to his story and stated that he had not seen Malhan on that date. About the injury on his finger he stated that he had received it on 28th April, 1959, which could be proved from the Hospital record.

97. The Union's grievance is that (1) K. D. Malhan, was not examined (2) that on the identical evidence Kuware and Premi were let off (3) Gulab Singh and Ravendra Pal Singh, the two prosecution witnesses, were the prominent members of the Socialist Party, as stated in their evidence by defence witness (W.W.6 and W.W.7) (4) that though Shri Sethi (W.W.3) in his evidence had stated that whenever any accused person in his statement before the enquiry committee had mentioned the names of his witnesses he had treated them as witnesses for the accused and had examined them, in the case of Jung Bahadur he had not examined the 4 witnesses whom Shri Jung Bahadur had named, namely 1. Bhola, 2. Asoram, 3. Sonsai, 4. Sonai. When questioned about this Shri Sethi (WW-3) stated that he did not examine them because he could not say whether these workers were available or not because according to him many workmen had left the colliery due to panic. We are at the same time told that the delay in holding the enquiry was due to the managements desire to hold the enquiry after the panic had sub-sides. If that was the reason, then surely there should have been a record of this in the enquiry proceedings or in the enquiry report, which are both silent on this point. I am satisfied that Shri Sethi, who was one of the enquiry officers, did not examine these witnesses because he had no desire to do so. (5) the next ground urged by the union is that K. D. Malhan in the Sessions Court had only charged Ram Ratan (plate layer) Phulchand, Surendra Singh, Yakub and Jabbar as his assailants [See para 25(b) of Ex. W. 5] and had not named Jung Bahadur, as, his assailant. (6) The union has urged that it is established from the records of the Enquiry Committee in other proceedings that Shri G. D. P. Mehta, who was one of the Enquiry Officers in charge sheet No. 7238, had personal knowledge of the assault on Shri K. D. Malhan and yet he had officiated as the member of the enquiry committee. (7) The Union has further pointed out the improbability of Jung Bahadur having attempted to assault S. R. Mehta at 7-15 A.M. and Shri K. D. Malhan at 7 A.M. although the two places where the assaults are alleged to have taken place are admittedly at a distance of 70 feet from each other. (8) The Union has pointed out that there was contradiction in the prosecution evidence in as much as Gulab Singh had stated that Jung Bahadur was carrying a crow bar while Shri S. R. Mehta had stated that he was carrying a stick.

98. I am satisfied that there is substance in these contentions of the union, and I therefore hold that the enquiry against Jung Bahadur has been vitiated because of various irregularities mentioned above, as also for failure to observe the rules of natural justice. I, therefore, hold that the management of Kotma Colliery was not justified in dismissing Shri Jung Bahadur.

*Raja Ram: Trammer.*

99. I shall next consider the case of Shri Raja Ram (Serial No. 8 in the Schedule to the Order of Reference). Shri Raja Ram was served with two charge sheets, No. 7211 and 7233. Charge sheet No. 7211 was same as charge sheet No. 7213 against Jung Bahadur and the Union has made the same submissions with regard to it as in the case of Jung Bahadur and I need not therefore reproduce the same here, except to point out that in the enquiry on charge sheet No. 7211 the enquiry officers were Shri R. S. Sandhu, E. L. Warren and Shri S. C. Sethi, and the enquiry proceedings as well as the enquiry report have not been signed by either R. S. Sandhu or E. L. Warren, though the enquiry on charge sheet No. 7211 was held on 12-6-1959, long before Shri R. S. Sandhu left the service of the Colliery.

100. With regard to charge sheet No. 7233, the charge was that Shri Puran, Shri Abdul Jabbar, Shri Baijnath and Shri Shiv Das had on 26-4-1959, at about 7-30 P.M. assaulted and caused grievous injuries to Shri Satya Narayan Singh, tub-writer, when he was in the lamp-room. The record of the enquiry proceedings on this charge sheet [Ex-E-1(b)] shows that on that charge sheet the enquiry officers were Shri R. S. Sandhu, Shri K. B. Bhattacharya and Shri S. C. Sethi, while the enquiry report has been signed only by Shri S. C. Sethi and Shri Bhattacharya. It may be stated here that it is admitted that Shri K. Bhattacharya was not one of the enquiry officers in charge sheet No. 7211, yet he had signed the enquiry report, holding Raja Ram guilty of charge sheet No. 7211 also. At the enquiry on charge sheet No. 7233, the witnesses examined were Shri K. P. Paroha, who had earlier made a statement in the enquiry

against the common accused Shiv Das and in the enquiry against Raja Ram he had stated that he had nothing further to add to the statement already given in the case of Shri Shiv Das except that Raja Ram was also present there and he was one of the assailants. The other witness, Shri Rajendra Pratap, stated that he had nothing to add to the earlier statements made by him in the case of Shri Shiv Das and that in addition to that Shri Raja Ram was also present there and he was one of the assailants. I may pause here and notice that neither of these two prosecution witnesses had narrated what they had stated in the enquiry against Shri Shiv Das, nor is there any record that those statements were read over to Jung Bahadur at his enquiry. Raja Ram made a statement denying the charge and stating that he was not present during the incident. Thereupon, he was searchingly cross-examined by the members of the Enquiry Committee. Now, the union's grievance in this case is, (1) that the finding of the Committee is capricious and shows that the committee selected the persons to be convicted, because (a) on the identical oral evidence, Puran was let off on the plea that he had a clear record and that he had a good personality, but no past record of any accused had been produced. (b) Accused Abdul Jabbar was let off on the ground that it was not conclusively established from the evidence that Abdul Jabbar had also assaulted Shri Satya Narayan Singh though both the witnesses Rajendra Pratap Singh and Shri K. P. Puroha had stated in their statements before the enquiry committee that they had seen all the four accused beating Shri Satya Narayan Singh. (2) That Shri Satya Narayan Singh, the assaulted person, had not been examined. (3) That the enquiry committee's Report is not signed by Shri Sandhu and Shri Warren who were also the members of the enquiry committee in charge sheet No. 7211 and Shri Bhattacharya, who was not the member of the enquiry Committee on that charge sheet had signed the enquiry report on that charge sheet. (4) The union has pointed out that in the Sessions Court 9 out of the 10 workmen who had been arrested by the Police were convicted of the charge of having caused grievous injuries to Shri Satya Narayan in the Lamp Room, and that Shri Satya Narayan who was not examined at the enquiry, had not mentioned the name of Raja Ram as one of his assailants to the Police.

101. I am satisfied that there is substance in these contentions of the union, and I, therefore, hold that the enquiry against Shri Raja Ram has been vitiated because of the various irregularities mentioned above and for failure to observe the rules of natural justice. I, therefore, hold that the management of the colliery was not justified in dismissing Shri Raja Ram from Service.

102. At the hearing Shri Chougule for the union, urged that the orders of dismissal passed against these eight workmen were not valid as the approval of the owner/agent or the Chief Mining Engineer had not been taken for the dismissal of these workmen as required by Standing Order No. 17 of the certified Standing Orders of the Kotma Colliery (Ex. E 6). It is admitted that this objection was not raised by the union in either of its two written statements nor was this put to the company's witness Shri K. Rajagopalaswamy who, according to the management, was the agent of the company at the material time and who had given approval to the dismissal of these workmen as is clear from the reply dated 6-8-1959 addressed by him to Shri Chougule's telegram to him dated 30-7-1959 by which Shri Chougule had requested him to keep in abeyance the dismissal order against these workmen. This point was raised for the first time by Shri Chougule in his final address and has been the subject matter of two applications dated 22nd and 29th September 1960 filed by the company, after the parties had concluded their submissions on 21-9-1960. Copies of these applications with their enclosures were forwarded by the management to the union. The union did not file any reply to those applications but Shri Chougule by his telegram dated 17-10-1960 addressed to this Tribunal requested that if the company's said applications dated 22nd and 29th September 1960 were to be taken on file and considered, the union should be given an opportunity to be heard and the costs of the attendance of the union's representatives for the fresh hearing at Bombay should be provided for.

103. I am of the opinion that since the union did not raise this objection in either of its written statements nor did it put this objection to Shri Rajagopalaswamy (EW-1) when he gave evidence before this Tribunal, it was not justified in raising it at the final stage of addresses. Furthermore, it appears to be clear from the copies of the correspondence filed by the company along with its applications dated 22nd and 29th September 1960, which the union has not challenged, that Shri Rajagopalaswamy was the agent of the company at the relevant time and had approved of the action of the Manager in dismissing these workmen and also that from 24-10-1959, the Manager of the Colliery, who signed the

dismissal orders, was appointed its agent in place of Shri K. Rajagopalaswamy as is evident from the letter dated 24-10-1959 addressed by the company to the Chief Inspector of Mines informing him that Shri E. J. Bapooji had taken over charge of the Naoroziabad and Kotma Collieries as an Executive Head from 21-9-1959, and that accordingly he would act as the agent of the two collieries in place of Mr. Rajagopalaswamy. From this I am satisfied that the provisions of standing order No. 17 have been complied with and that the orders of dismissal on these workmen has the approval of the agent of the colliery.

104. Shri Pai for the management has stated that in all 40 workmen were involved in the rioting of 26-4-1959, of whom ten were arrested and prosecuted by the police and were subsequently convicted and sentenced. The company had issued charge-sheets against the other 30, of whom 15 were found not guilty and no action was taken against them. Amongst these was Ram Ratan, Vice-President and Premi, a member of the Executive Committee of the Union (Ex-E-9). Of the remaining 15 who were found guilty and dismissed, 8 are concerned in this reference and of the remaining seven, with regard to one of them Shri Mohamed Yakub, the company by an application obtained the permission of Shri F. Jeejeebhoy, Presiding Officer of the Central Government Industrial Tribunal, Bombay, to dispense with his services because of his continued absence due to his being in police custody and with regard to 3 others obtained the approval of Shri Jeejeebhoy for dismissing them from service because of their absence for more than 10 days. With regard to the remaining three workmen, the company had on applications filed by it, under section 33(2) (b) during the pendency of an earlier industrial dispute [Ref. (CGIT) No. 2 of 1960] obtained approval by my order dated 20-4-1960 (Ex-E10). I may state here that my order dated 20-4-1960 according approval to the action of the management in dismissing the three workmen concerned in those applications, namely Shri Pitamber, Shri Lala and Shri Devi Dean, was given in terms of a settlement which had been reached between the parties under which the management had agreed to pay to each one of these dismissed workmen a certain amount of money as compensation. No doubt these consent terms were arrived at after the applications had been heard before me and in my order I had stated that I was satisfied that in the facts and circumstances of the 3 cases, the terms of settlement were fair and reasonable. That order was made in applications under section 33(2) (b) and not in the adjudication of an industrial dispute referred to this Tribunal under section 10 of the Industrial Disputes Act. It cannot therefore, in any manner be considered as *res judicata* or prevent me from going into the merits of the dismissal of these eight workmen, although the three workmen for whose dismissal I had granted approval were also charged with rioting on 26-4-1959.

105. Shri Chougule has urged that if the Tribunal holds that the dismissal of these workmen was not justified, then it should order their reinstatement in service. Shri Pai for the management has urged that none of these dismissed workmen should be ordered to be reinstated and he has submitted that since the dismissal of these workmen quite and peace had been restored in the colliery area and that if any of these workmen are reinstated in service that peace would be disturbed. In that connection he had relied upon the order dated 14-6-1960 of the Sub-Divisional Magistrate, Shahdol (Ex-E.11) by which three of the workmen concerned in this reference, namely Shri Bhag Balli, Trammer, Shri Baijnath, Haulage Driver, and Shri Chhotte Khan, Head Trammer (serial Nos. 3, 4 and 6 respectively in the schedule to the order of reference) were in proceedings under section 107 of the Cr. Procedure Code bound over in the sum of Rs. 500 to keep the peace for a period of one year. No doubt that order was made much after the order of dismissal of these workmen and by itself it would be no ground for refusing reinstatement to a workman whose dismissal has been found to be not justified. But taking into consideration the background of the happenings in the Kotma Colliery I feel it would be in the interest of industrial peace not to grant the relief of reinstatement to Bhag Balli, Trammer and Chhotte Khan, Head Trammer, but to give them the alternative relief of compensation. I think the ends of justice would be met if they are paid their back wages, for the period from the date of their dismissal to the date of this Award. Wages would include basic pay, dearness allowance and other allowances which they were entitled to receive immediately prior to their dismissal. In the case of Shri Baijnath I have already held that his dismissal was justified and therefore I do not order his reinstatement nor grant him any compensation. The payment of the back wages to Shri Bhag Balli and Shri Chhotte Khan should be made within one month of this award becoming enforceable.

106. With regard to the remaining five workmen namely Shri Deonath, Shri Amritlal, Shri Ram Narayan, Shri Jung Bahadur Singh and Shri Raja Ram, as I have already held that their dismissal was not justified, and no special reasons have been shown by the management, why they should not be reinstated in service,

which would be the normal order to follow if their dismissal has not been held to be justified, I direct the company to reinstate them in service in the posts which they were holding at the time of their dismissal with full back wages (Basic wage, dearness allowance, etc.) from the date of their dismissal to the date of their reinstatement with benefit of continuity of service. The workmen who are ordered to be reinstated shall within one month from the date of this award becoming enforceable report themselves to the management for being reinstated and on their failure to do so the management will not be bound to reinstate them in service. I further order that the payment of back wages to the reinstated workmen shall be made within one month of the award becoming enforceable.

107. With regard to costs, as the Union has substantially succeeded in its claim an order for costs in its favour would be justified. Shri Chougule has filed a statement showing the expenses incurred by the Union in its representatives having had to come to Bombay on two occasions, first on 5-8-1960 and secondly from 12-9-1960 to 22-9-1960, and for their stay in Bombay during that period. The total amount claimed by Shri Chougule in his statement for these expenses is Rs. 3,119.60 nP. No doubt, the Union has had to incur considerable costs in its representatives having had to attend the hearing of this dispute in Bombay, away from its headquarters in Madhya Pradesh. But the amount of costs claimed by the Union is heavy and therefore I would not be justified in granting the full amount. I think the proper thing would be to grant Rs. 750 as total costs to this Union, and I direct that the same be paid by this Company to the Union within one month of the date this award becomes enforceable.

SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.

[No. 2/16/60-LRII.]

#### ORDER

New Delhi, the 24th January 1961

S.O. 301.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lalki Samseria Mica Mine and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of Lalki Samseria Mica Mine were justified in terminating the services of Shri Raneshwar Prasad Sinha, Shift Incharge? If not, to what relief he is entitled?

[No. 20/7/60-LRII.]

A. L. HANNA, Under Secy.

New Delhi, the 30th January 1961

S.O. 302.—In pursuance of the provisions of paragraph 20 of the Employees' Provident Fund Scheme, 1952, and in supersession of the notification of the Government of India in the Ministry of Labour and Employment No. S.R.O. 2236 dated the 4th October, 1955, the Central Government hereby appoints Shri Surya Swaroop as the Regional Provident Fund Commissioner for the whole of the State of Rajasthan vice Shri Chandradhar Issar, to work under the General Control and Superintendence of the Central Provident Fund Commissioner.

[No. 31(843)/60-PF.I.]

S.O. 303.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of

the notification of the Government of India in the Ministry of Labour and Employment No. S.R.O. 2237 dated the 4th October, 1955, the Central Government hereby appoints Shri Surya Swaroop to be an Inspector for the whole of the State of Rajasthan for the purposes of the said Act and any scheme framed thereunder, in relation to any establishment belonging to, or under the Control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry vice Shri Chandradhar Issar.

[No. 31(843)/60-PF.I.]

*New Delhi, the 31st January 1961*

**S.O. 304.**—In pursuance of paragraph 3 of the Coal Mines Provident Fund Scheme, the Central Government hereby nominates Shri Birbal, I.A.S. Commissioner of Labour, Madhya Pradesh, to the Board of Trustees and makes the following further amendment in the notification of the Government of India in the late Ministry of Labour No. S.R.O. 2227, dated the 5th October 1955, namely:—

In the said notification, for the entry "(6) Shri W. V. Oak, I.A.S., Commissioner of Labour, Madhya Pradesh, Indore", the entry "(6) Shri Birbal, I.A.S., Commissioner of Labour, Madhya Pradesh, Indore" shall be substituted.

[No. 4(35)/58-PF.I.]

**S.O. 305.**—In exercise of the powers conferred by sub-sections (2) and (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the Central Board of Trustees for the administration of the Provident Fund established under the Employees' Provident Funds Scheme, 1952 and directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the said Board under the Employees' Provident Fund Organisation (Staff Contributory Provident Fund) Regulations, 1960.

[No. 31(718)/60-PF.I.]

**S.O. 306.**—In exercise of the powers conferred by clause (a) of section 19 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby directs that the powers exercisable by it as the appropriate Government under the proviso to sub-section (2) of section 17 of the said Act shall also be exercisable within each of the States specified in the Schedule annexed hereto by the Government of that State.

#### SCHEDULE

1. Andhra Pradesh.
2. Assam.
3. Bihar.
4. Gujarat.
5. Kerala.
6. Madhya Pradesh.
7. Madras.
8. Maharashtra.
9. Mysore.
10. Orissa.
11. Punjab.
12. Rajasthan.
13. Uttar Pradesh.
14. West Bengal.

[No. 9/9/60/PF-II-(i).]

**S.O. 307.**—In exercise of the powers conferred by article 258(1) of the Constitution, the President hereby entrusts to the Governments of the States specified in the Schedule below, with their consent, the functions of the Central Government under clause (b) of sub-section (3) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), in relation to establishments within their respective States, subject to the condition that, notwithstanding this entrustment, the Central Government may exercise the powers entrusted, in any case.

## SCHEDULE

1. Andhra Pradesh.
2. Assam.
3. Bihar.
4. Gujarat.
5. Kerala.
6. Madhya Pradesh.
7. Madras.
8. Maharashtra.
9. Mysore.
10. Orissa.
11. Punjab.
12. Rajasthan.
13. Uttar Pradesh.
14. West Bengal.

[No. 9/9/60/PF-II-(ii).]

**S.O. 308.**—In pursuance of clause (1) of article 239 of the Constitution, the President hereby directs that the powers exercisable by the Central Government under clause (b) of sub-section (3) of section 17 and by the appropriate Government under the proviso to sub-section (2) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), shall also be exercisable by the Administrators (whether known as Chief Commissioner, Lieutenant Governor or Administrator) of the Union Territories of Delhi, Himachal Pradesh, Manipur, Tripura, the Andaman and Nicobar Islands and the Laccadive, Minicoy and Aminidivi Islands within their respective territories.

[No. 9/9/60/PF-II-(iii).]

P. D. GAIHA, Under Secy.